

**CHARTER**  
Of Oakland School for the Arts  
A California Public Charter School  
Authorized by the Oakland Unified School District  
October 2019

**ELEMENT 1: EDUCATIONAL PROGRAM**

**1. Annual Goals for All Pupils and Subgroups of Pupils in the State Priorities**

*DRL: “ Under Education Code section 47605(b)(5)(A)(ii), [CHARTER SCHOOL] sets forth the following pupil outcomes related to annual academic achievement goals, set and disaggregated by all numerically significant subgroups as defined in Education Code section 52052( including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations), in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals. [CHARTER SCHOOL] further sets forth any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals as follows: [Insert outcomes by pupil subgroups in the applicable state priorities].”*

**2. Local Control Accountability Plan (LCAP)**

*DRL: “[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 section 47604.33. In accordance with Education Code section 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, including but not limited to 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.*
- *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.*
- *To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.*

*[CHARTER SCHOOL] shall comply with all other 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).)”*

**3. Western Association of Schools and Colleges (WASC) Accreditation**

*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.”*

**4. Mathematics Placement Policy**

*DRL: “If [CHARTER SCHOOL] serves ninth grade, [CHARTER SCHOOL] shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.”*

**5. Student Enrollment and Grade Levels Served**

*DRL: “For the term of the Charter, [CHARTER SCHOOL] projects the following grade levels and enrollment:*

<i>Grade Level</i>	<i>Year1 2020-21</i>	<i>Year2 2021-22</i>	<i>Year3 2022-23</i>	<i>Year 4 2023-24</i>	<i>Year 5 2024- 25</i>
<i>TK</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>K</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>1</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>2</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>3</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>4</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>5</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>6</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>7</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>8</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>9</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>10</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>11</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>12</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>	<i>115</i>
<i>Other</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>--</i>
<i>Total</i>	<i>805</i>	<i>805</i>	<i>805</i>	<i>805</i>	<i>805</i>

*[CHARTER SCHOOL] acknowledges that it is the position of the District that any deviation from the grade levels listed above served above shall be considered a material revision of the*

*Charter under Education Code section 47607(a). Further, any increase in enrollment exceeding either 5% or 20 students of the total enrollment, shall be considered a material revision of the Charter under Education Code section 47607(a).”*

### **SCHOOL VISION STATEMENT:**

Oakland School for the Arts (OSA), a Linked Learning Pathway school, balances an immersive arts program with a comprehensive academic curriculum, providing students unique opportunities for learning, innovation, expression and personal growth. OSA’s arts and academic programs build discipline and confidence, effectively preparing creative youth to achieve their potential both in and outside of the arts.

Oakland School for the Arts is an artistic and intellectual community founded on diversity and inclusion. OSA embraces differences in culture, race, ethnicity, gender expression and identity, sexual orientation, specific educational needs, ability, socio-economic status, religion, nationality, immigration status, age, body type, and the many forms of life experience present in our community. All OSA stakeholders will promote these core values in practice and behavior.

### **WHOM THE SCHOOL WILL EDUCATE**

OSA educates middle and high school aged students from Oakland and the surrounding areas, serving approximately 800 students in grades 6-12.

### **PEDAGOGY AND PHILOSOPHY; HOW LEARNING BEST OCCURS**

Students will be attracted to OSA by its specific educational focus that aims to integrate arts and academics programs using the Linked Learning Pathway model. As a Linked Learning Pathway school OSA firmly believes in the following philosophy: “Educational experiences are more authentic and of greater value to students when the curricula reflects real life, which is multi-faceted rather than being compartmentalized into neat subject-matter packages. Linked Learning courses use project-based and/or inquiry-based approaches to integrate academic content and methodologies from multiple subjects with the technical content and methodologies from industry sectors. Linked Learning courses help students make connections between disciplines and between school, work, and community.

As a Linked Learning Pathway school, OSA works in direct partnership with OUSD to ensure that the pillars of Linked Learning act as the foundation to support the demands of a 21st century education.

- Pillar I - Work Based Learning/Career Technical Education
- Pillar II - Rigorous Academics
- Pillar III - Comprehensive Student Support

As such, OSA’s organizing principal is the pathway. Students are enrolled in one of two pathways: **Design, Visual, and Media Arts (DVM)** or **Performing Arts (PA)**. Within each pathway are sub-pathways which offer students a specialized arts education. Students also have opportunities to take courses and participate in exhibitions outside of their subpathway,

reflecting industry trends which often reward artists who are multidisciplinary.

By being a Linked Learning Pathway school, OSA is working toward academic and arts integration (via an **integrated program of study**). OSA's greatest strength as an educational institution is its ability to leverage the creative passion the students share by integrating it into all aspects of our program of study. Such an integrated program of study enables a heightened level of rigor in the academic setting by providing deep connections between course content and relevant real-life applications. This can take the form of a single lesson, a unit, or an entire course. A number of academic teachers are themselves practicing artists and inherently understand the value of drawing on students' artistic impulses and skills in the service of authentic academic learning. Academic teachers receive professional development alongside arts teachers regularly and collaborate on lessons. OSA will develop systematized points of intersection between core academic courses and the two arts pathways (DVM, PA), offering purposeful, authentic, and applicable methods and assessments.

With three tiers of arts integration in our academic program there are a variety of access points for all types of learners. As we prepare all students to not only be college ready but also industry ready, we seek all opportunities to connect the learning process in all subjects to the common factor that brought all of our students to OSA: the arts.

This pedagogical approach has historically made its way into academic classrooms in the form of open-ended assignments and projects that include dramatic presentations, musical interpretation, mock trials, panel discussions, cooperative learning and technology-based assignments. In fact, OSA provides for its students a rich technological environment: students have a 1:2 chromebook to student ratio for classroom use, all staff members have laptops, and other computer banks are available in specific classrooms and offices. This allows for a wide range of creative presentations undertaken by groups of students who communicate electronically, share responsibility for project outcomes, utilize up-to-date design and drafting technology, and are able to communicate information in methodology that is familiar and motivating for fellow students.

The arts will continue to be integrated into academic content areas through projects and overall curricular design, reinforcing the strengths and artistic interests of our student body. In addition, there will be an academic component to the arts programs: history of the art form will be part of each arts curriculum, as well as theory, technique, written reflection, critique, study of the masters and interdisciplinary connections. The pre-professional arts program will explore all aspects of arts training, including business, technical, societal and managerial components of the arts world; students will be given ample opportunity to organize, direct and produce various events and performances. The OSA curriculum is built on the idea that students will create and lead on many occasions throughout their time at OSA, whether it be the start of a radio station or producing a student-written one act play or talent showcase. Many real-world possibilities for internships, apprenticeships and community partnerships will be available to students as well, especially as we continue to develop our CTE Community Partners. High school students may take classes at local community colleges via our dual enrollment program, or become involved in off-campus activities at local arts organizations.

Students will receive industry informed worked-based learning (WBL) opportunities specific to their pathway throughout their middle and high school experience. With a comprehensive student support structure to support such opportunities, we have found great success in preparing students for an ever changing vocational landscape where they are consistently finding opportunities that connect directly to their passion for the arts.

The development of internships, the acceptance of on-line courses and community college courses collectively speak to the OSA commitment to offering an educational model that is innovative, tied to real-world objectives, and flexible in terms of matching student needs with available programs and resources.

Arts pedagogy, specifically, centers on the pairing of theory and practice. This is authentic and effective for students because it mirrors what students will find in arts industries. It's also effective because performance assessment focuses more on a demonstrable skill and less on rote memorization. While not all of our students go on into the arts industry, the focus on skills is important - both in college or for those students who seek employment after high school. Performance assessment is both process and product. But the product is ultimately what is evaluated, just as it is in industry of any type.

Arts pedagogy focuses on academic vocabulary and the ability of a student to function in an artistic discourse community. This reflects the reality that often how a student speaks about their work is as important as the skills they can demonstrate. Arts instructors routinely speak in the language of the arts subpathway discipline and expect students to do the same.

Each subpathway offers students opportunities to exhibit their work in authentic settings aimed at both the OSA community and the general public. This is both an authentic assessment tool and a way to offer to Oakland low-cost and free access to original work by both students and faculty. Arts subpathways routinely partner with community and arts organizations to co-produce and co-present artistic work of service to students' education and of service to Oakland.

This embodies OSA's vision of our school as a community hub for the arts and youth activity. Our facility is used extensively by youth groups, arts organizations, and for community functions. The renaissance of uptown Oakland is a civic movement of special resonance for the East Bay and OSA is very inspired by our role in this. In addition, we perform in the Fox Theater on certain occasions, further bringing the community into our orbit and connecting our students with the "village" that helps to sustain them.

It is also OSA's belief that an arts education in and of itself is a valuable tool through which our students can access a learning path that subverts a strictly mechanical acquisition of knowledge. The arts enable excitement, curiosity, inspiration, empathy and deep engagement that transcend some of the challenges that we have identified in educational circles in recent years. OSA in particular, and arts schools generally, have high retention and graduation rates, excellent attendance statistics, few discipline issues, and stable family and teacher populations. In addition, even without a specific program that prepares students for standardized tests, OSA has continually scored well on the California Assessment of Student Performance and Progress (CAASPP), exceeding the California and district average scores, including scores of subgroups such as Hispanic, Asian, and African-American, as of publicly released 2018 scores.

Specific curricular descriptions are outlined in the section below.

## **CURRICULUM DESCRIPTIONS**

### ***Middle School Academics***

OSA middle school students are enrolled in sequential curriculum that strives to provide rigor and meets state standards for all grade levels. The teaching staff is especially focused on helping students gain skills to make the transition from elementary to middle and from middle to high school as smooth as possible. Critical thinking, organization, literacy, and preparation for upper grades are all areas that are emphasized. Students are enrolled in a seven period day that includes the four core classes of Language Arts, Mathematics, Social Science, Science. They also attend two periods of arts and one period of physical education daily. OSA has two classes available during the day for students who are identified as needing extra help: Math Success and Literacy Support. The indicators used to identify areas of need in Math are as follows:

Beginning of Year Enrollment:

- Below grade level performance on MDTP (Mathematics Diagnostic Testing project sixth-grade readiness assessment )
- Prior year Math teacher recommendation

Mid-year Enrollment

- Current teacher recommendation
- Parent request

Students are enrolled at the beginning of the year in Literacy Support based on “far below basic” results on the Scholastic Reading Inventory enrollment diagnostic assessment. The belief is that immediate and targeted support is needed in a small group setting to support student reading comprehension and performance across all subjects.

The teaching staff has two common prep periods every day which provides time for collaboration and course and grade alignment. The middle school team meets weekly as a group with the principal or assistant principal, dean, education specialists, and grade level counselors. This ensures that the staff is up-to-date on information, clear about expectations, and working as a team.

### ***High School Academics***

OSA high school students are enrolled in an enriched, carefully organized set of courses that lead to high school graduation. All OSA high school graduates will have met the UC A-G course requirements, as outlined in this graduation requirement table:

<b>Subject Area</b>	<b>Courses</b>
Language Arts (4 years required)	English I, English II, English II Honors, English III, English IV, Advanced Placement English Language and Composition
Social Science (3 years required)	Art History, World History, United States History, Advanced Placement United States History, Economics, Advanced Placement Psychology, Honors Ethnic Studies
Science (3 years required)	Biology, Chemistry, Physics, Honors Environmental Science
Mathematics (3 years required)	Common Core Algebra I, Common Core Algebra II, Common Core Geometry, Pre-Calculus, Advanced Placement Calculus AB and BC
World Language (2 years required)	Spanish I, II, II Honors, III, III Honors. Other language opportunities through Dual Enrollment
Early College Credit	Through ongoing partnerships with Community Colleges we offer a variety of early college credit opportunities which currently include ASL, Statistics, French and Chinese Orchestra
Electives ( <i>offered based on student interest</i> )	Advanced Placement Psychology, Gender Studies, Mock Trial, Debate, Arts Management, Peer Leadership/Student Government
The Arts (4 years required)	Production Design, Dance, Instrumental Music, Literary Arts, Visual Arts, Digital Media, Theatre, Vocal Music, Fashion Design

### ***Transferability of Coursework***

OSA has developed course sequences that comply and align with accepted California State graduation requirements for high school students. These courses are also registered with the University of California (UC) system as fulfilling the university A-G requirements for admission. In order to graduate, students must meet A – G guidelines by completing the required series of courses as set out by the University of California. Advanced Placement (AP) courses have been approved by the College Board as having met all the standards for courses at this level. Historically, OSA students score highly on the AP class exams, higher than the national pass level. Families are notified of all the issues related to the transferability of coursework to other high schools and colleges at monthly parent meetings and special meetings held for the parents of juniors and seniors related to college entry.

For students with disabilities, at the discretion of the IEP or 504 team, and with parent authorization, a student can be placed on a California state graduation track in lieu of A-G requirements. In order to elect the reduced CA state graduation requirements, students must demonstrate an inability to access the curriculum in courses waived, as measured by formal assessment results, class test scores, work samples, and/or failure to respond to targeted

interventions.

### ***Arts Programs***

OSA offers an immersive arts environment to qualified students who are motivated and prepared to study an arts discipline in a sequential, conservatory-style focus. All arts programs spiral students through the following artistic strands: **history and background** of the art form through contemporary times; **career, post-secondary and advancement opportunities** within the art form; **theory and technique**, to include extensive practice and study of the fundamental principles that result in rigorous application of knowledge; **process and refinement**, including training exercises and acquisition of specific skills and outcomes; and **performance and demonstration**, the culminating event or production in which students synthesize knowledge, skill and practice into a cohesive format that communicates to the school community and the public at-large an artistic statement that reflects a high level of expertise, a sense of voice and purpose, and an understanding of the social and psychological dimensions of creativity and artistic expression in the public forum.

### ***Pathways and Subpathways***

Students currently audition into OSA into one of ten individual subpathways each housed under one of the two Linked Learning Pathways, and it should be noted that OSA is in the process of phasing out auditions entirely. Though students will have opportunities to access courses in other subpathways, most of their artistic experience, technical education, and career preparation will occur within their subpathway.

#### ***Design, Visual, and Media Arts (DVM) Pathway:***

***Digital Media***– Students study graphic design, digital video, photography, and filmmaking in addition to art theory, history, and criticism. Annual exhibitions include a photography show and a year-end film festival.

***Literary Arts*** – Students study writing for print and online media, focusing on journalism and creative writing (fiction, poetry and non-fiction). This sub-pathway publishes a monthly online newspaper and regularly presents public readings of student work. Seniors write, design, and publish a capstone book.

***Radio Broadcast*** – Radio Broadcast is a program within the Literary Arts sub-pathway (Digital, Visual, and Media Arts pathway). Students learn how to create, write, and record programs for broadcast on KOSA, OSA's internet radio station. The primary focus is on both content creation and delivery.

***Fashion Design*** - A diverse curriculum is offered for students in the fundamentals of fashion and costume design. Classes will include lessons in clothing construction, draping, millinery, FX makeup, costume history and fashion illustration. Students design and execute fashion collections and costumes for Theatre sub-pathway productions.



*Production Design* - Students study set design, lighting design, and sound design in a series of rotating units. Students regularly create and execute designs for events and productions from the Theatre sub-pathway and provide technical expertise on events produced by the Instrumental Music, Vocal Music, and Digital Media sub-pathways.

*Visual Art* – Students study painting, drawing, 3D art, sculpture, and installation. Students are offered regular opportunities to exhibit their work at OSA’s White Box Gallery and in the OSA Main Building.

### *Performing Arts Pathway*

*Dance* – The dance program emphasizes ballet and modern technique to prepare the student for the contemporary dance world. Guest teachers lead classes in world cultures and other dance forms. The year culminates in an all-department performance.

*Instrumental Music* - Students concentrate their study in music technology, theory and history, fundamentals of music appreciation, and performance. The sub-pathway is generally divided into jazz and classical programs, and students are offered a wide array of courses in music of various cultural traditions. Students are given regular opportunities to perform various repertoire and their own compositions.

*Audio Production and Engineering* - This program is housed within the Instrumental Music sub-pathway and is open to high school students. The program equips students with the skills and knowledge to perform, engineer and produce their own material and allows the time and space to create and explore various aspects of music production and sound design.

*Theatre* – Students are given significant exposure to a wide range of theatre arts. The middle school program is acting-based, but students can get introductory exposure to writing and musical theatre. Students in the high school program officially major in either Acting, Musical Theatre, or Playwriting and Play Development, enjoying a chance to get in-depth knowledge while also taking electives outside their major. A robust mainstage season and informal performances complement the classroom curricula.

*Vocal Music* – Students split their time between the fundamentals of music theory and applied music and in-depth, choir-based training in vocal performance. Students can also explore interests and talents in song composition and are offered chances to take elective courses in the Instrumental Music and Theatre sub-pathways.

### ***OSA Advisory***

The OSA Advisory program promotes meaningful relationships between staff and students while providing a structure to integrate all students into our school community. Advisory is designed to help balance academic success, emotional and physical well-being for all students. Structured meetings will include academic conferencing, community building, social/emotional learning and college and career readiness. Students investigate multiple perspectives on any given theory or concept, so students will then have to determine what they think for themselves. Some of the ideas

may be new and challenging and students must make their best effort to understand, evaluate, and push themselves to try new activities.

***Advisory is...***

- about developing relationships with students
- a place to get to know students in order to become their advocate, support, and guide
- a place where a student is known personally by an adult
- a place to get academic support and guidance
- a place to deal with school-wide, and real world, issues and information
- a connection from school to home
- a place where information is successfully distributed
- about creating a positive school climate
- a place where respect is demonstrated by everyone
- a place where students and adults form strong relationships with others

***Roles and Responsibilities of the Advisor:***

- To act as coach and advocate
- To monitor student attendance and academic progress
- Encourage advisees to participate in the life of OSA
- Encourage advisees to achieve their academic potential
- Facilitate discussion of relevant topics and discuss current issues in students' lives
- Help students problem solve current concerns or issues
- Help students guide other students through problems

***Roles and Responsibilities of the Advisee:***

- To actively engage and participate in Advisory Group activities
- Treat Advisory as you would any other class
- To cultivate and promote a healthy and safe school climate for all students and staff
- Develop, pursue, and achieve academic and personal goals
- Access Advisors to obtain answers to academic and extra-curricular needs
- Help group problem solve current concerns or issues

## **STRUCTURE AND ORGANIZATION OF THE SCHOOL DAY**

In order to maximize the ability of our students to succeed in a multifaceted environment, the OSA staff has put much thought and analysis into the nature of the school day and how it is organized. Many considerations come into play when working through this type of decision-making: transportation, facility, teacher scheduling, economic efficiency, student preference, and sufficient lab and concurrent enrollment course needs. After careful observation of the school environment, and in collaboration with the parent and teacher community of OSA, the following hybrid block schedule was established for 2019-2020:

<b>Period</b>	<b>Time</b>	<b>High School Schedule Mon/Tue/Fri</b>	<b>Time</b>	<b>High School Schedule Wed</b>	<b>Time</b>	<b>High School Schedule Thurs</b>
<b>1</b>	8:15 - 9:05	Period 1	8:10 - 9:40	Period 1	8:10 - 9:40	Period 3
<b>2</b>	9:10 - 10:00	Period 2	9:45 – 11:10	Period 2	9:45 – 11:10	Period 4
<b>3</b>	10:05 – 10:55	Period 3	11:20 – 12:50	Arts Block	11:15 – 11:50	Advisory
<b>4</b>	11:05 – 11:55	Period 4	1:30 – 3:30	ECC Stats	11:50 – 12:35	Lunch
<b>5</b>	12:00 – 12:50	Period 5		Faculty Weekly PD	12:35 - 2:00	Period 5
<b>6</b>	12:50 – 1:35	LUNCH		Concurrent Enrollment Classes as applicable		
<b>7</b>	1:35 – 2:25	Arts			2:05 – 4:15	Arts
<b>8</b>	2:30 – 3:20	Arts				
<b>9</b>	3:25 – 4:15	Arts				

<b>Period</b>	<b>Time</b>	<b>Middle School Schedule Mon/Tue/Fri</b>	<b>Time</b>	<b>Middle School Schedule Wed</b>	<b>Time</b>	<b>Middle School Schedule Thurs</b>
<b>1</b>	8:15 - 9:05	Period 1	8:10-9:40	Period 1	8:10-9:40	Period 3
<b>2</b>	9:10-10:00	Period 2	9:45 – 11:10	Arts	9:45 – 11:10	Period 4
<b>3</b>	10:05 – 10:55	Period 3	11:20 – 12:45	Period 2	11:15 – 11:50	Advisory
<b>4</b>	11:05 – 11:55	Arts			11:50 – 12:35	Lunch
<b>5</b>	12:00 – 12:50	Arts		Faculty Weekly PD	12:35- 1:50	Arts
<b>6</b>	12:50 – 1:35	LUNCH			1:55 – 3:20	Period 5
<b>7</b>	1:35 – 2:25	Period 4				
<b>8</b>	2:30 – 3:20	Period 5				

This extended schedule was designed to allow for a range of educational options to be implemented. For example, the middle school schedule allows for four core academic courses, physical education, and two arts courses on regular days, and an extended schedule for greater immersion in labs or other classroom exercises on block days. This has resulted in a rich set of opportunities for students, who are not limited by schedule constraints or other functional considerations. The schedule also allows for academic and arts teacher collaborative times across all levels and subject areas, as teachers serving like groups of students have common blocks of preparation time and can work together to align curriculum, attend student support meetings and rehearse performance pieces.

## **STUDENT SUPPORT TEAM**

Mission - To establish and maintain a positive school culture (grades 6-12) in which all students are motivated to learn, support each other, and have structures in place that assist students in accessing their full artistic and academic potential.

### ***Assistant Principal/Student Support Coordinator***

The assistant principal serves as the student support team lead working to design and implement structures that support the team mission. The assistant principal works closely with the student support team and teachers to establish school/classroom norms and effectively build community in the classroom and beyond. The assistant principal oversees the implementation of 504 plans along with the Counseling team who provide the maintenance and on-going oversight.

### ***The Dean of Students***

The dean oversees the student discipline of all students grades 6-12. The dean will be training and supporting teachers in the implementation of restorative practices in the classroom. In alignment with our mission, students should only be removed from the classroom if they pose a persistent distraction to the learning of other students or are determined to be a safety risk to themselves or other students.

### ***Head Counselor/Counselor Grades 7-10***

The head counselor ensures that our course offerings are preparing students for a multitude of college and career opportunities and monitors the placement of students in the appropriate classes. The head counselor is a resource for tiered intervention support with all students in grades 7-10 and can support teachers with parent communication and tier 1 behavioral interventions for students.

### ***College and Career Counselor/Counselor Grades 6, 11, and 12***

The college/career counselor monitors student progress and works closely in the college application process with students and families as they approach graduation. In addition, the college/career counselor is a resource for tiered intervention support with all students in grades 6, 11, and 12 and can support teachers with parent communication and tier 1 behavioral interventions for these students.

### ***Mental Health Coordinator***

The mental health coordinator and the MFTs provide individual and group counseling to students that are identified as needing specific mental health supports. The mental health coordinator works closely with the dean on restorative practices and general student supports. Though much of the mental health coordinator's work exists within the realm of special education, there is a significant overlap with general ed students.

### ***Special Education Program Coordinator***

The special education program coordinator leads the special education department by supervising and evaluating all members of the special education team. The program coordinator works directly and collaboratively with the student support team. They play a key role in establishing and implementing academic interventions from SSTs through IEPs. This position reports directly to and is supported by the principal.

## **SPECIAL EDUCATION AT OSA**

The special education department at Oakland School for the Arts is robust and provides powerful support to approximately 150 students with IEPs and 504 plans. Staffing includes education specialists, instructional assistants, a speech and language therapist, a wellness coordinator, mental health professionals, and a school psychologist. In addition, the students and staff are supported by a special education coordinator and the school principal. All full and part time faculty will receive annual training in appropriate instructional and support strategies for working with students with disabilities including information regarding child find obligations and compliance.

OSA recognizes its responsibility to enroll and support all students, regardless of disability, and pledges to continue the ongoing work in cooperation with the El Dorado County Charter Special Education Local Plan Area (SELPA) to ensure that a free and appropriate education is provided to all students with exceptional needs. OSA will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights law enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, OSA will comply with OUSD and SELPA guidelines and all California laws pertaining to students with disabilities.

The following description regarding how special education and related services will be provided and funded is being proposed by OSA for the sole purpose of providing a reasonably comprehensive description of the special education program in the charter petition, in accordance with Education Code section 47605(b).

As long as OSA operates as a school of the OUSD for special education purposes (pursuant to Education Code 47641(b)), the specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of OSA and the OUSD. The language that follows is not meant to preclude alternative arrangements between the OUSD and OSA as agreed upon in the MOU.

### ***SELPA Affiliation***

OSA is a local educational agency (“LEA”) member of the El Dorado County Charter Special Education Local Plan Area (“SELPA”) for the purposes of special education. As an independent LEA for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, OSA follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying, assessing, and serving students who may qualify for special education programs and services and for responding to record requests and maintaining the confidentiality of pupil records. OSA will follow policies and procedures of the SELPA in which it is a member and shall utilize SELPA forms and information systems necessary to identify and serve students who qualify for special education. OSA agrees to collaborate with the SELPA to respond to

inquiries and request and provide access to information and records, as needed, and shall be responsible for maintaining confidentiality of students records.

### ***Child Find***

OSA understands its responsibility to ensure that all children with disabilities who need special education and related services are identified, located, and evaluated, regardless of the severity of the disability. OSA will implement a multi-tiered instructional and response to intervention support framework, prior to referring a child for an evaluation under IDEA. OSA shall ensure that child find identification occurs in a timely manner and that no procedures or practices result in delaying or denying this identification. A parent/guardian or OSA staff member may request an initial evaluation at any time to determine if the child is a child with a disability, regardless of whether the child has participated in our COST framework. Special education referrals shall be made only after general education supports and interventions have been considered and provided, as appropriate. OSA may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. No assessment or evaluation will be used for admission purposes.

OSA is an independent LEA for special education purposes. OSA is solely responsible for compliance with state and federal Child Find requirements. OSA shall implement policies and procedures of the SELPA in which it is a member to ensure timely identification and referral of students suspected of having a disability.

### ***Referral for Assessment***

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code.

OSA’s internal method for referral for assessment is through the Coordination of Services Team (COST). OSA’s COST meets weekly in accordance with child find responsibilities to analyze teacher referrals and determine appropriate supports for students of concern. A staff member, teacher or parent may request a COST at any time to begin the referral process.

In the event that OSA receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and shall follow SELPA policies, procedures, and timelines. OSA shall respond to a written request for assessment within 15 days. If OSA concludes that an assessment is appropriate, the parent/guardian will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent/guardian permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent’s/guardian’s written consent for assessment.

### ***Assessment***

OSA shall be solely responsible for conducting special education assessments deemed necessary and appropriate. The SPED coordinator and designated education specialists will be responsible

for gathering all pertinent information and arranging for assessments to be conducted in all areas of suspected disability. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not limited to:

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

OSA will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

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

OSA will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting.

Parents/guardians will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

### ***Development and Implementation of IEP***

Every student who is assessed for special education will have an IEP that documents assessment results and eligibility determination for special education services. OSA shall be solely responsible for ensuring that all aspects of the IEP and school site implementation are maintained. OSA will provide modifications and accommodations outlined within each individual's IEP and serve each student in the Least Restrictive Environment (LRE). Each

student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team will include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate;
- An administrator;
- At least one special education teacher;
- A general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A SELPA special education representative, if appropriate;
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results; and
- Others familiar with the student may be invited as needed.

OSA will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home. A copy of the IEP will be given to the parent/guardian in accordance with state and federal laws. Upon the parent or guardian's written consent, the IEP will be implemented by OSA. The IEP will include all required components and be written on SELPA forms. The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions, including cogent and responsive explanations for the recommendations;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance and appropriately ambitious for his/her circumstances; The goals and objectives will also be linguistically appropriate, as per Ed Code Section 56345(b).
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments;
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals
- The IEP shall be reasonably calculated to enable the child to make progress appropriate in light of his/her circumstances. IEP meetings will be held according to the following schedule:
- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;



- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan (ITP) is required at the appropriate age;
- In the event of a suspension of student receiving 504 for or IEP services, OSA shall convene an IEP or 504 meeting to discuss alternate supports; and
- When OSA seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

### ***IEP Review***

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress. OSA shall be responsible for conducting IEP reviews and determining necessary supports, services, placements, in accordance with SELPA policies and all applicable laws.

Unless otherwise specified on the student's IEP, parents will be informed multiple times a year of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The 'Goals and Objectives' section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured; the student's progress during the relevant period; the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review; and where needed, the reasons the student did not meet the goal.

If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, OSA will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

### ***Special Education Strategies for Instruction and Services***

OSA will offer a comprehensive inclusion program that includes co-teaching, specialized individual tutoring, and extended day and year activities. Each student's IEP requires different kinds of accommodations and modifications for instruction and services; therefore, the educational strategies of the IEP will be built around the student's needs. If a student's IEP team determines that the student requires placement outside of a general education classroom, OSA will provide the necessary placement and/or services. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

### ***Interim and Initial Placements of New OSA Students***

OSA shall comply with Education Code Section 56325 with regard to students transferring into the OSA within the academic school year. OSA shall provide transferring students with free and appropriate public education, including services comparable to those listed in the existing IEP. For students transferring to the OSA from another school within the same SELPA, OSA, pursuant to Education Code Section 56325(a)(2), shall continue to provide services comparable

to those described in the existing approved IEP, unless parents/guardians and OSA agree to develop and implement a new IEP.

For students transferring to OSA from another school within a different SELPA, OSA, pursuant to Education Code Section 56325(a)(1), shall continue to provide services comparable to those described in the existing approved IEP for a period of up to 30 days, by which time OSA shall adopt the previous IEP or, in consultation with parents/guardians, develop and implement a new IEP that is consistent with federal and state law. For students transferring to OSA from a school outside of California, OSA shall provide the student with a free appropriate public education, including services comparable to those described in their existing IEP, until OSA conducts an assessment pursuant to Section 1414 of Title 20 of the United States Code, if determined to be necessary by OSA, and develops a new IEP, if appropriate, in accordance with federal and state law.

### ***Staffing***

OSA will assume responsibility for special education staffing and service delivery. OSA will be responsible for hiring, training, and/or contracting with the staff necessary to provide special education services to its students. OSA shall ensure that all special education staff hired or contracted by OSA is qualified to provide services in accordance with all applicable laws, regulations, and SELPA policies.

OSA will designate at least one full time education specialist with a valid special education credential to work with no more than 28 IEP students. The education specialists, along with the SPED coordinator, will be the primary OSA representatives tasked with assuring that all aspects of the IEP are properly implemented.

The special education coordinator will have the following duties:

- Ensure that all aspects of the IEP are followed;
- Arrange for the teacher of the student to attend the team meetings;
- Communicate with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights;
- Consult regularly to ensure that the objectives and goals of students with IEP's are being met;
- Complete the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP;
- Maintain a central file with all special education evaluation material and IEP's in accordance with FERPA and IDEA guidelines; and
- Provide a report of student progress on the same schedule as students in general education.

All teaching staff at OSA will also be involved in assuring that all IEPs and 504 plans are properly implemented.

## **EL IDENTIFICATION AND PLACEMENT PROCESS**

### ***Home Language Survey***

During the OSA enrollment process, parents will fill out a Home Language Survey (HLS). If the student has attended a previous school, the language acquisition status will be verified by the student's cumulative file (CUM) and the California Longitudinal Pupil Achievement Data System (CALPADS), a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting. Upon initial enrollment, parents complete the HLS section on the school's Student Registration Form, as required by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student's home. Parents may receive, upon request, an explanation regarding the HLS purposes and uses. Students may be given an assessment to measure their English language proficiency level. It is important to convey to parents that the HLS is not used to determine a student's language classification and/or immigration status. The survey is completed by the parent or guardian at the time of the student's initial enrollment in the school. The information provided on the initial HLS takes precedence over any information provided on subsequent surveys completed. The information provided on the HLS is maintained thereafter in the school's Student Information System (SIS) and the student's cumulative record (CUM).

The HLS consists of the following four questions:

1. Which language/dialect did your child learn when he/she first began to talk?
2. What language/dialect does your child most frequently use at home?
3. What language/dialect do you use most frequently to speak to your child?
4. What language is most often spoken by the adults at home?

### ***English Learner***

A student may possibly be classified as "English Learner" (EL) if the answers to any of the first three questions on the HLS indicate a language other than English, or a combination of English and another language. The student's English proficiency shall be assessed to measure his/her current performance level in English and to identify the student's language acquisition status.

The following additional indicators should also be noted and documented on the HLS to justify the need to give an English Language Proficiency Assessment:

- Parent/Guardian requires an interpreter to communicate in English;
- Parent/Guardian speaks to their student in a language other than English;
- The HLS is completed in a language other than English (including spelling the word "English" in another language; e.g. inglés);
- Student initiates interaction with their parents/guardians in a language other than English
- It is revealed that the student, while their parent/guardian is at work, is under the care of a person(s) who speaks a language other than English; and
- Student, after having been enrolled in the Mainstream English Program designed for students with fluent-English proficiency for a reasonable length of time, demonstrates a lack of comprehension regarding instruction and classroom/school routines conducted in English.

If there is evidence of significant non-English exposure, within 30 days of the first day of school the student shall be administered the state English Language Proficiency Assessment, known as the English Language Proficiency Assessment of California (ELPAC). The parent shall be advised by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.

The parent has the right to amend the HLS at any time. However, once the student is assessed on the ELPAC and is identified as an English Learner, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to ELPAC administration, the school shall honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior. Parents who enroll their student at OSA shall complete the HLS as part of the enrollment process. The first HLS on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the initial HLS are documented permanently in the SIS and CALPADS.

### ***English Language Proficiency Assessment***

At the time of publication of this document, California has moved to use of the English Language Proficiency Assessments for California (ELPAC). With the implementation of the California State Standards (CSS) and the corresponding English Language Development (ELD) standards, the English language proficiency assessment will be updated to address these new standards. State and federal regulations require that if the student's HLS indicates a language other than English is used at home, the student's English language proficiency level shall be assessed. Students will be assessed within 30 calendar days at the beginning of the school year, or within 2 weeks if a student enrolls during the school year. In addition, parents shall be notified of the assessment results and program placement within 30 calendar days of initial enrollment.

In accordance with Education Code (EC), initially enrolled students identified by the HLS as potential EL students may not be exempt from taking the state-adopted English language proficiency assessment.

### ***Initial Language/Classification Status***

The purpose of the English Language Proficiency Initial Assessment is to officially determine a student's language proficiency level in English or classification status. A Summative Assessment is also given on an annual basis to measure progress in acquiring English. Based on a student's overall performance on the ELPAC, the student may be classified as an English Learner (EL) or an Initially Fluent English Proficient (IFEP) student. A student's initial language classification or status is determined by their overall performance on the initial English language proficiency assessment, the ELPAC-IA. Based on the performance level, a student may be classified as follows:

### ***English Learner (EL)***

The overall performance level on the initial CELDT and/or ELPAC is Beginning, Early Intermediate, or Intermediate. A student may also be classified as an EL if the overall performance level is Early Advanced or Advanced but with skill area scores of Beginning or Early Intermediate in Listening, Speaking, Reading or Writing.

Initial Fluent English Proficient (IFEP) The overall performance level on the initial ELPAC is Early Advanced or Advanced, with Listening, Speaking, Reading, and Writing skill area scores of Intermediate or higher. This result can occur when the student enters school already fluent in English and the home language(s) or when the student has had minimal exposure to the other language(s) spoken in the home.

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for native English and fluent-English speakers, often identified as English Only (EO).

Initial ELPAC assessments shall be pre-scored at the school site so that an interim language classification can be identified for each student assessed. This score is used to determine appropriate program placement for students identified as EL students. The overall proficiency level shall be communicated to the parent using the Initial Parent Notification Letter which includes language assessment results and program placement options within 30 calendar days of initial enrollment.

At the end of the testing cycle, student test booklets are submitted to the test vendor for official scoring. The test vendor provides the school with official ELPAC results. The ELPAC results are to be accurately and permanently recorded in the school's SIS and student CUM. If there is a discrepancy between the unofficial pre-scored English language proficiency results and the official score provided by the test vendor, the official score overrides the unofficial pre-scored results. Once a student is identified as an EL, the student shall be annually assessed each spring with the state's English Language Proficiency Assessment - Summative Assessment (ELPAC-SA) until the student meets the exit eligibility criteria and is reclassified to Fluent English Proficient (RFEP).

### ***English Learner Students with Individualized Education Programs (IEP)***

English Learner Students with Individualized Education Programs (IEP) EL students with disabilities shall be assessed with the initial or annual ELPAC. EL students with disabilities may be tested using the California Department of Education (CDE)-approved Testing Variations, Accommodations, and Modifications, which is updated annually. The Individualized Education Program (IEP) team shall document in the student's IEP any accommodations or modifications used, and these shall not deviate from those approved by CDE. All EL students with disabilities will be assessed with the ELPAC annually after they have been identified as EL students. EL students with moderate-to-severe disabilities are to be assessed in accordance with their IEP. The ELPAC has been designed so that students, including those with special needs, can participate in the test and demonstrate what they know and can do. As a result, the test includes accessibility resources that address visual, auditory and physical access barriers – allowing virtually all students to demonstrate what they know and can do.

Newly Enrolled EL Students with IEPs - If a new student classified as EL enrolls in school from another Special Education Local Plan Area (SELPA) with an IEP, the student shall be placed in an interim 30-day placement. The student is automatically eligible for special education services upon entry. An IEP meeting to determine if the placement and services are appropriate shall be held within the 30 days. (E.C. 56329)

### ***Parent Notification of Initial and Annual Assessment Results and Program Placement***

Parents of EL students will be notified each year of their student's current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification. Parents of students (EL and IFEP) who are administered the initial ELPAC shall receive official notification within 30 calendar days, informing them of their student's:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents may also receive information regarding the following:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification or program exit criteria
- Instructional program for EL students with a disability (with an IEP) and how such program will meet the objectives of the IEP
- Expected rate of graduation for EL students

Parents of EL students and IFEP students are informed of the above information via the school's Initial Parent Notification Letter which includes language assessment results and program placement options. Parents are advised to contact the student's home school if they should need additional information.

### ***Annual Language Assessment***

State and federal guidelines require each EL to be assessed annually to determine their progress in acquiring English language proficiency. This assessment is given within a test window prescribed by California Education Code. Initial Assessments are available year-round to ensure late-entering or transfer students have access, however the bulk of IAs will occur within the first 30 days of school.

Summative Assessments, which are given annually to identified students, take place in the spring to evaluate student progress during the school year. OSA ensures that each EL is assessed annually, and the assessment results and program placement are communicated to parents in writing within 30 days of the start of school, using the Annual Parent Notification Letter which includes the most recent ELPAC results and program placement options. All attempts are made to provide parents the official ELPAC assessment results in a language they understand when the results become available from the test publisher. Information on how to interpret the ELPAC results is available in various languages. Parents may request a meeting to discuss the assessment results.

Parents of EL students who are administered the annual ELPAC shall receive official notification within 30 calendar days, informing them of their student's:

- Annual English language proficiency level (provisional, then official when results become available) and how it was assessed;
- Official language classification; and

- Instructional program placement.

In addition to the above, parents shall also receive information regarding:

- English language proficiency level from annual assessment and how it was assessed;
- Various instructional program options, educational strategies, and educational materials to be used in each program;
- Progress expectations for the student's program option;
- Reclassification, or program exit criteria;
- Instructional program for EL students with a disability (with an Individualized Education Program (IEP) and how such program will meet the objectives of the IEP; and
- Expected rate of graduation.

### ***Parent Rights***

Parents are informed of the initial ELPAC results and the instructional program that has been selected for their student. Parents may not opt their child out of taking the ELPAC. If the parent does not agree with the program placement or has questions regarding the assessment results, they may request a conference with the school administrator to discuss the information contained in the letter or to select a different instructional program. A copy of the letter changing the student's placement is to be filed in the CUM. Any parent whose child is receiving or is eligible to receive EL programs or services has the right to decline or opt out of the EL programs or particular EL services being offered. School or district personnel may not recommend that a parent opt a child out of EL programs or services for any reason. Providing a quality core program for Opted Out English Learners provides procedures, timelines, and protocols to guide sites when a parent exercises this right.

### ***Transfer Students from Other California Public School Districts***

Students transferring to OSA from another public school district within California shall present documentation verifying enrollment. Ideally, student records such as the HLS, state assessment scores, including the CELDT and/or ELPAC, and official language classification (EO, IFEP, EL, RFEP) are presented at the time of enrollment. If these documents are available at the time of enrollment, OSA does not need to follow the initial identification and assessment process. If the parent provides the student's records, staff will enter the information into the SIS and meet with the parent to discuss instructional program placement options. If the information is not available, staff shall contact the previous district to request the student's information. *Students who have been identified will still be given the annual Summative Assessment to track their progress.*

### ***Transfers from Out-of-State or from another Country***

The initial identification and assessment process is to be used for students entering the school from another state or country. Students enrolling in the school who were born in another country may have two different enrollment dates: (1) School enrollment date and (2) U.S. enrollment date.

#### **(1) School Enrollment Date**

The student's first day of attendance is the official enrollment date with the school.

#### **(2) U.S. Enrollment Date**

The student's first day of attendance in a U.S. school is the official U.S. enrollment date.

For example, a student from Mexico enrolled in a Texas public school on February 9, 2010, and moved to California in 2011. On September 20, 2011, the student enrolled at OSA. The school enrollment date is September 20, 2011, while the U.S. enrollment date is February 9, 2010. OSA's initial enrollment procedure is followed for students entering the school who are new to the state or from another country. The student's school enrollment date is entered into the student's records as the date the student first enrolled in a California school or when appropriate, the date the student first enrolled in a U.S. school. The student will be placed in the grade level that is aligned with the student's age and/or transcripts. Students who initially attended a California public school, relocated out of state, and returned to attend a California public school again should have the initial identification and assessment information on file.

### ***Transfers from Private Schools***

The initial identification and assessment process is to be used for students entering the school from a private school. The student's school enrollment date is entered into the SIS as the date the student first enrolled in a California public school. The student will be placed in the grade level that is aligned with the student's age and/or transcripts. The process for initial identification, parent notification, assessment and program placement of English Learners (EL) for OSA is standardized for consistency. This is responsive to the educational needs of EL students and the preferences of parents and guardians. The school's overall goal is to ensure consistency in enrollment, assessment, and sharing of information regarding the instructional programs, services, and program placement options so that all parents can make informed decisions.

### ***LTEL (Long Term English Learner) Support***

#### *Academic Language Acceleration Course (LTELS and At-Risk ELs)*

The Academic Language Acceleration course is designed to explicitly address the language and literacy gaps that impede academic success for LTELS and At-Risk ELs. However, the Academic Language Acceleration course is still taken IN ADDITION to a core ELA class, not in lieu of it, and it meets the minimum 30 minutes per day Designated ELD instruction required for ELs. The course focuses on academic language and literacy development and emphasizes student engagement, expository text, goal setting, and empowering pedagogy. Writing from evidence, vocabulary development, and reading of increasingly complex text and text-based academic discussions are key components. When a minimum of 10 LTELS are enrolled at OSA, an LTEL-specific course may be offered.

#### Features of LTEL Support: Academic Language Acceleration Course Students Served and Exit Criteria

1. Students are enrolled in the program if they have been ELs for more than six years or if they are at-risk of becoming LTELS and have finished the other courses in the ELD course sequence. In order to fully access, with scaffolds, the course texts, it is recommended that these students achieve a score of at least 450 on a lexile assessment for grades 7 to 8, and at least 700 on a lexile assessment for grades 9 to 12. If they have not, students should also enroll in a reading intervention course, and this course should include the language development features that are standard for Integrated ELD across all content areas.

2. Students are exited from the program when they reclassify as Fluent English Proficient (RFEP). They may stay in the program during part or all of their two years of RFEP monitoring



if the data demonstrates they are not making adequate progress as indicated by the Key Performance Indicators.

### *Program Components*

In addition to the Program Components bullets from the ELAP instructional program above, the Academic Language Acceleration Course should include these components:

1. The program is designed to explicitly address the language and literacy gaps that impede academic success for LTELs.
2. A smaller class size to reduce the student-teacher ratio when possible is recommended.
3. OSA monitors progress throughout the course using curriculum-embedded benchmark assessments.
4. Overall progress is monitored annually through ELPAC, SBAC, or LGL
5. The curriculum emphasizes rich oral and written academic language development and work with complex text.
6. Instruction is designed to provide appropriate supports and scaffolds without undermining “productive struggle.”
7. Student engagement is emphasized and encouraged through consistent instructional routines that emphasize structured speaking opportunities.
8. Goal-setting around language development and reclassification is emphasized.
9. Each LTEL is assigned to a counselor to monitor progress across all content areas.
10. For LTELs with IEPs, clear articulation and consistent implementation of IEP language development goals are provided.

### ***EL Reclassification Process***

As we continue to encourage growth in this population, and in compliance with all OUSD standards, in the fall and spring, the EL coordinator will collect and review test results, the latest official ELPAC scores, other assessment data, student grades, and teachers’ recommendations, for all EL students at least twice per year. On the basis of this review, the EL coordinator will identify those students who are eligible for reclassification. The reclassification criteria include multiple measures:

- English language proficiency, including listening, speaking, reading, and writing;
- Demonstration of basic skills measured in English;
- Teacher recommendations based on English proficiency, not other factors unrelated to language (e.g. attendance, behavior, homework completion); and
- Parent consent.

The EL coordinator will notify parents and guardians of their rights and invite them to participate in the reclassification process meeting. Efforts should be made to schedule this meeting at a convenient time for the parent/guardian. If the parent/guardian is not able to attend this meeting, the EL coordinator shall make every attempt to involve the parent/guardian in the Reclassification Process through the avenues of parent letters, phone calls, and if possible, home visits. The site may elect to take the following additional steps for involving parents/guardians in the Reclassification Process:

- Meet with parents/guardians of ELs who are close to meeting reclassification criteria to explain the process and steps needed to reach the goal.
- Invite parents/guardians and teachers to a meeting, school assembly, and/or celebration to acknowledge that their child/student met all the criteria to be reclassified.

### ***Progress Monitoring Reclassified Students***

OSA will monitor and regularly assess the progress of all Reclassified English Learners for at least two years to ensure that they have not been prematurely exited from the ELAP (English Language Acceleration Program) and other EL support programs and that they are meaningfully participating in the school’s standards-based educational programs comparable to their never-EL peers. Detailed, tiered interventions should be documented when a student scores “Standard Not Met” on the SBAC, or if the student receives less than a “C” or “2” in any core subject area. OSA is committed to ensuring EL students acquire content knowledge by monitoring meaningful access to grade-appropriate core content instruction and remedying any content deficits in a timely manner. If an exited EL is not progressing academically as expected and monitoring suggests a persistent language need, the school should re-test the student’s ELP to see if the student should be offered additional language assistance. If the student is re-entered into EL services, the school should document this and offer a revised Parent Notification Letter to the parents in a face-to-face meeting to ensure parent consent of reentry to EL status.

When an EL student is not meeting minimum progress expectations, teachers, principals, and other stakeholders will craft a plan to accelerate this student’s achievement. The coordination of services team (COST) provides a strong frame for calibrating the type and intensity of assessment and instruction needed for all students, including ELs. COST is also designed to avoid false identification of a specific learning disability. Often, what looks like a specific learning disability is the result of inadequate instruction and progress monitoring. For ELs, the issue of proper identification of specific learning disabilities is critical. The unfortunate pattern nationally shows ELs over-identified for a specific learning disability when in fact poor program design and delivery, particularly around language development, are the culprits.

### ***The Three Tiers of Intervention***

The three tiers in the intervention pyramid detail the increasing support provided for students who are having some kind of difficulty with the core program:

- Tier 1 should meet the needs of 80% of ELs and covers the high-quality assessment and instruction available to all ELs
- Tier 2 and 3 progressively increase the specificity and frequency of progress monitoring and instruction in support of students who are having difficulty with the core program. Tier 2 is typically necessary for 15% of students, with Tier 3 necessary for 5% of students.
- In Tier 3, when time-bound growth goals are not met, students may be referred for testing for a learning disability, in alignment with established referral protocols.

### ***Instructional Programs and Models***

After ELs have been identified using a valid and reliable English Language Proficiency Assessment, OSA will provide ELs with appropriate language assistance services and programs, commonly known as “EL services and programs. OSA will also provide Advanced Learner Programs and Services (ALPS) as well Special Education Services to ELs who have been identified to warrant such services. These will be explained in greater detail in this chapter. According to the Dear Colleague Letter, from the U.S. Department of Education and the U.S. Department of Civil Rights, for an EL program to be reasonably calculated to ensure EL students attain equal participation in the standard instructional program within a reasonable length of time, if an EL student enters the ninth grade with beginner-level English proficiency, the school should offer EL services that would enable them to earn a regular high school diploma in four years. In addition, EL students in high school, like their never-EL peers, should have the opportunity to be competitive in meeting college entrance requirements. For example, a school should ensure that there are not structural barriers within the design of its academic program that would prevent EL students who enter high school with beginner-level English proficiency from graduating on time with the prerequisites to enter college.

OSA will provide appropriate EL services and programs that meet civil right requirements and best meet the needs of our EL student population so that ELs attain both English proficiency and parity of participation in the standard instructional program within a reasonable amount of time.

OSA will offer appropriate EL Services until ELs are proficient in English and can participate meaningfully in educational programs without EL support. This includes continuing to provide EL services to ELs at the highest levels of English proficiency until they have exited from EL services and programs through the Reclassification Process.

To determine which EL services and programs are best suited for a student identified as an EL, OSA will consider the student’s :

- (1) English proficiency level
- (2) grade level
- (3) educational background
- (4) language background for bilingual programs.

Other child-centered factors that OSA will consider include the student’s native language literacy acculturation into U.S. society; and age he or she entered the United States.

2013 California Education Code 313.1. a and b defines a Long-Term English Learner (LTEL) as “an English learner who is enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for more than six years, has remained at the same English language proficiency level for two or more consecutive years” as determined by the state’s annual English language development test. In addition, the same California Education Code identifies English learners at risk of becoming long-term English learners as those EL students enrolled in grades 5 to 11, in schools in the United States for four years, and who score at the intermediate level or below on the state’s annual English language development test the fourth year at the below basic or far below basic level on the English language arts standards-based achievement test. OSA will provide a designated program for LTELs to focus on their unique needs, including academic language and writing until they meet the reclassification criteria.

OSA's instructional programs for ELs are the core of our mission to ensure ELs are college and career ready. The purpose of our instructional programs is to teach ELs to understand and use academic English proficiently and effectively while at the same time ensuring they have meaningful access to a high-quality education and the opportunity to achieve their full academic potential. OSA's instructional programs for ELs are:

- Clearly defined
- Research based
- Aligned with rigor of Common Core State Standards, New Generation Science Standards, California ELD Standards and California ELA/ELD Framework
- Driven by the theory of action laid out in the Essential Practices for ELL Achievement
- Designed to address the needs of each EL subgroup
- Strongly supported and resourced
- Effectively monitored

### ***Designated and Integrated ELD: A Framework for EL Instruction***

At the heart of both the 2012 California ELD Standards and the 2014 CA ELA/ELD Framework is the research-supported idea that people learn language best when they can use it in meaningful ways to engage with content they are interested in. The concepts of Integrated and Designated ELD are used throughout the 2014 CA ELA/ELD Framework to support this goal of linking ELD with meaningful and engaging learning.

In order to deliver quality Designated and Integrated ELD to all ELs, OSA:

- Offers a Designated EL support class
- Is targeted at EL proficiency levels with groupings of not more than two proficiency levels.
- Is aligned to the 2012 California ELD Standards.
- Focuses on communicative purposes, not on discrete grammar instruction.
- Addresses speaking, listening, reading and writing.
- Is embedded in or explicitly connected to grade-level content or topics.
- Emphasizes Focused Language Study (FLS) to help students understand how language works in meaningful contexts.
- Includes systematic development of academic vocabulary.
- Requires students to spend at least 50% of instructional time producing oral and written language.

### ***EL Instructional Methods in Core Classes***

Lesson plans for OSA's core academic classes are created with attention to the following 5 key strategies to best support EL students:

1. Scaffolding Understanding - In order to meet the rigorous academic standards, graphic organizers, visual aids, peer help, and home language help are integrated into the lesson plan for EL students with such supports being reduced as the students' language skills develop.
2. Intentional Grouping Practices - English learners are most successful in language development in a heterogenous classroom that provides ample opportunities for extended interaction with

peers of varying English proficiency levels. Lesson plans are designed with grouping activities that provide English learners with a range of models for how to use English words and structures appropriately in addition to personalized feedback on developing English use. Within each classroom, grouping will vary between homogenous and heterogenous based on level of English proficiency strategically to maximize opportunities for language development.

3. Background Knowledge - Lesson plans are prepared with recognition of background knowledge that is necessary for successful understanding of the learning objective. Teachers will provide EL students with this relevant background knowledge and work to activate existing knowledge of a topic allowing students to focus on instructional goals rather than being overwhelmed by an abundance of new information. This assists students in increasing understanding by providing a foundation of contextual information that may be lacking as a result of a range of cultural backgrounds.

4. Extended Discussion - Instruction includes many opportunities for extended discussion between peers and with the teacher to develop critical vocabulary relevant to the learning objectives of the lesson.

5. Teachers are committed to learning about ELs' home cultures and languages, treating cultural and linguistic differences as resources rather than obstacles, and reaching out to students' homes and communities to build learning opportunities together. The information that is collected in this process is an integral part of the lesson planning process to ensure that instructional methods and curriculum are culturally relevant to the students.

## **ELEMENT 2: MEASURABLE PUPIL OUTCOMES**

### **1. Pupil Outcome Goals: Increases in Academic Achievement by Subgroup**

*DRL: "In accordance with Education Code section 47607(b)(5)(B), [CHARTER SCHOOL's] pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.*

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

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

## **2. Application of Education Code section 47607.3**

*DRL: “Under Education Code section 47607.3, if [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.”*

Students attending OSA will emerge with the following skills, abilities and qualities. These are known as Expected Schoolwide Learning Results (ESLRs) and were approved as part of OSA’s WASC accreditation:

### ***Expected Schoolwide Learning Results (“ESLRs”)***

Oakland School for the Arts will prepare its graduates to be:

#### **Effective communicators who:**

- Clearly articulate ideas and speak and write with eloquence and passion
- Use appropriate communication in different environments
- Listen to others with empathy and understanding
- Demonstrate their artistic and creative voices
- Accept and offer constructive criticism

#### **Critical thinkers who:**

- Question ideas and analyze a variety of perspectives
- Recognize bias and respond appropriately
- Develop informed opinions while remaining open to other views
- Use both imagination and logic in solving problems
- Demonstrate intellectual curiosity and discipline

#### **Dynamic global citizens who:**

- Contribute to the community and value the contributions of others
- Collaborate successfully to reach goals and create beneficial outcomes
- Stay informed about world events; develop a sense of social responsibility
- Reflect the community from which they come
- Solve conflicts peacefully

- Respect the physical and cultural environments of all people
- Are accountable for their choices and actions
- Demonstrate a high degree of integrity and character

**Self-disciplined students and artists who:**

- Display pride and passion in their artistic and academic work
- Demonstrate consistent effort and commitment through practice and focused study
- Challenge themselves to achieve high standards in all endeavors
- Appreciate and respect the artistic and academic efforts of others
- Innovate and create in all aspects of their work
- Move into adulthood with maximum opportunities and choices
- Develop their own identity

These outcomes are developed and nurtured throughout the OSA educational program, encompassing both the academic and artistic coursework as it is delivered and assessed by the OSA staff. The ESLRs were created as part of a school self-study process and have been approved by all stakeholders in the OSA community – the Board of Directors, the school administration, the teaching staff, the students and the families of the students. Each staff member and student is expected to work toward these outcomes on a daily basis and are held accountable for these qualities as the educational and artistic programs unfold.

In order to monitor the academic progress of all students, staff will share with the OSA board the academic results after every major assessment. In the Fall, the state testing results and AP exams will be shared. In January and April, internal benchmark assessments will be shared. These results will be analyzed by subgroups including race/ethnicity, language proficiency and students with learning differences.

**Target Growth**

By the end of the charter term our target percentages for applicable students to perform at a level of 3 or 4 on the on the ELA portion of the SBAC is as follows:

Population	18-19 Baseline	24-25 Target
All Students Tested	70%	78%
Asian	86%	90%
Hispanic/Latino	63%	70%
African American	47%	61%
White	83%	88%
Two or More Races	74%	80%
Economically Disadvantaged	56%	67%

Students with Disabilities	22%	42%
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By the end of the charter term our target percentages for applicable students to perform at a level of 3 or 4 on the Math portion of the SBAC is as follows:

Population	18-19 Baseline	24-25 Target
All Students Tested	55%	67%
Asian	81%	90%
Hispanic/Latino	40%	55%
African American	20%	41%
White	71%	80%
Two or More Races	64%	76%
Economically Disadvantaged	40%	55%
Students with Disabilities	23%	42%

**ELEMENT 3: METHODS TO ASSESS STUDENT PROGRESS**

**1. Statewide Testing**

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

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

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

**PROGRESS MONITORING**

At Oakland School for the Arts, student academic and artistic progress is monitored for individual students and grade level cohorts through a variety of methods. Upon enrollment at OSA all students take a Student Reading Inventory and a Math Diagnostics test through MDTP



(University of California Mathematics Diagnostics Testing Project) to establish a baseline in both areas by which progress is monitored. All students will continue to take the SRI three times each school year and the MDTP two times each school year. World Language, Social Science, and Science have each developed departmental specific assessments to measure academic progress specific to each discipline.

The student support team is composed of assistant principal, grade level counselors, and mental health specialist(s). This team meets on a weekly basis to discuss any COST (Coordination of Services Team) referrals and to analyze academic progress through formative assessments mentioned about and GPA reports. A monthly SAR (Student Achievement Report) is generated which breaks down academic progress by subgroups and for individual students. The report includes detailed notes from teachers of any classes that particular students may not be passing and is shared with advisors for use in guiding the weekly advisory gatherings. Students that are performing at below a 2.5 combined academic and artistic GPA are the focus of the student achievement reports and quarterly academic support plans are generated for students that end the quarter below this GPA. Student/parent/teacher conferences are scheduled at the end of quarter 1 for all students that end the quarter below a 2.5 gpa. An academic plan is created by the team with an individualized quarterly monitoring system to ensure appropriate attention is given to the students demonstrating academic/artistic challenges.

State SBAC testing is also used to monitor both individual student growth and cohort achievement over a multi-year span. SBAC results are analyzed at the subgroup and individual level in grade level meetings, by advisors, and as a whole group in the fall of each school year.

## **STUDENT ACADEMIC INTERVENTION**

### ***Students Achieving Below Grade Level***

OSA believes that educational equity means that each child receives what he or she needs to develop to his or her full academic and social potential. We engage in early and ongoing assessment of students' grade levels.. We provide one-on-ones for IEP students who struggle to demonstrate appropriate grade level behavior. Using schoolwide instructional strategies with appropriate strategies that are reinforced in all classes supports these students to access the curriculum that is scaffolded for all learners.

At OSA, all students access the core curriculum. OSA evaluates the basic literacy and mathematics skills of all students when they enter OSA to assess academic strengths and deficiencies. Literacy and math support courses have been offered during the school day to students that are demonstrating below grade level performance. Our student support team runs monthly student achievement reports to identify our struggling students and implement student specific support structures to bring them up to appropriate levels of proficiency. We hold parent/student/teacher conferences with families of struggling students to ensure that all parties are part of the design and implementation of the individualized support plans. Data analysis occurs to identify trends within subgroups which will inform instructional strategies and professional development designed to build such strategies.

### ***Student Support: Tiers of Intervention***

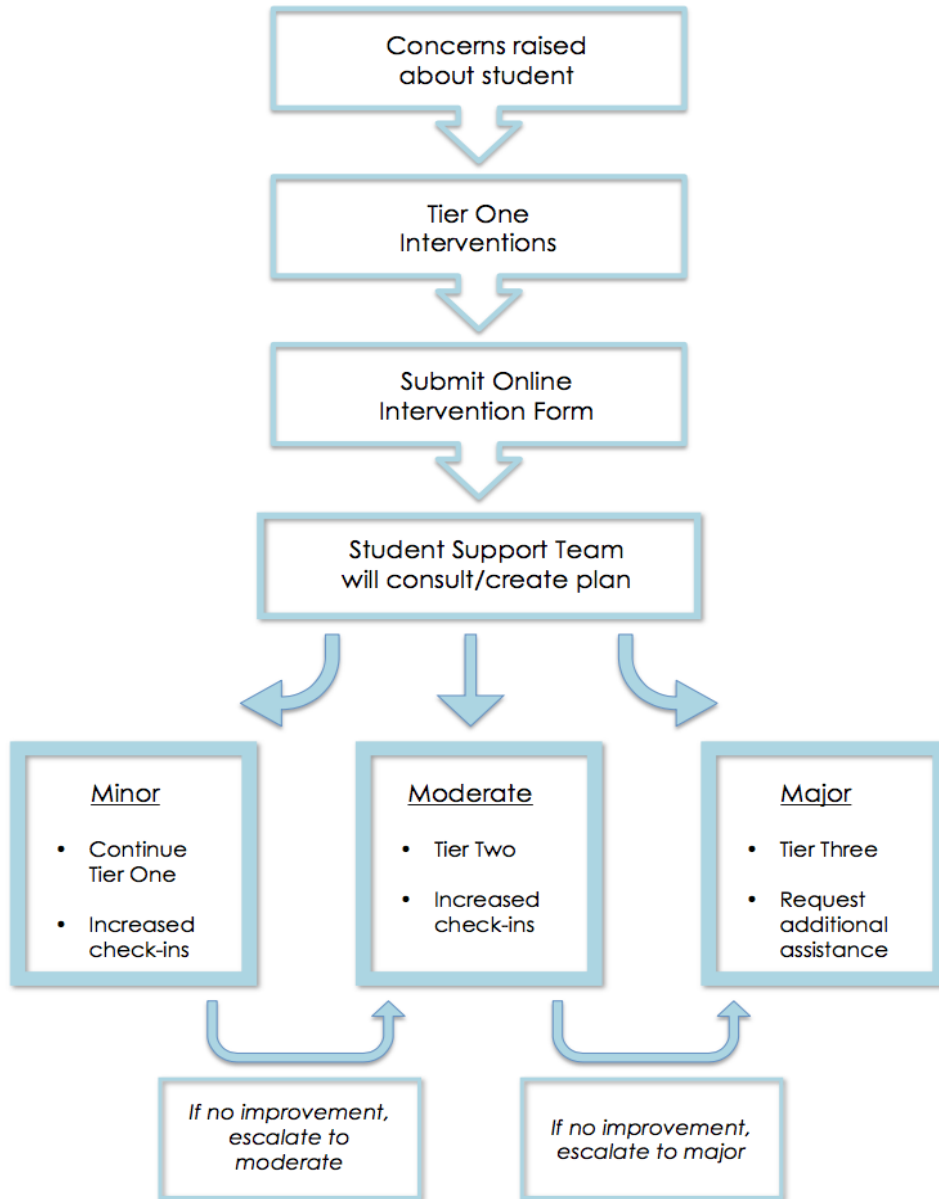
Tier One Interventions: These interventions consist of things that can be done in the classroom like strategic seating, differentiation of instruction, general communication with families, etc.

Tier Two Interventions: These interventions are more narrowed down. They consist of things like more targeted family communication, small group meetings, enrollment in support classes, etc.

Tier Three Interventions: These interventions focus on the individual student. They can consist of methods, such as, assessing for a disability, developing a 504 plan, or starting the IEP process.

*\*\*Tiers should be followed in order from one through three. Our goal is to serve the majority of students with tiers one and two.*

**The COST\* Process**  
*Coordination of Services Team*



***Student Assessment***

The assessment of how successfully our students achieve the Expected Schoolwide Learning Results happens formally, informally and at times spontaneously as OSA creates artistic works and students engage in performances that have immediate assessment components in terms of audience participation and authentic evaluation of the artistic experience. The table below shows the various assessment methods that are utilized at OSA:

<i>Expected Outcome</i>	<i>Means of Assessment</i>
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<p><b>Effective communicators who:</b></p> <ul style="list-style-type: none"> <li>● Clearly articulate ideas and speak and write with eloquence and passion</li> <li>● Use appropriate communication in different environments</li> <li>● Listen to others with empathy and understanding</li> <li>● Demonstrate their artistic and creative voices</li> <li>● Accept and offer constructive criticism</li> </ul>	<ul style="list-style-type: none"> <li>● Classroom projects, student demonstrations</li> <li>● Role plays and rubrics that evaluate communication effectiveness</li> <li>● Listening: student audiences complete audience evaluation sheets</li> <li>● Arts-integration assignments included in academic classwork</li> <li>● Academic assignments part of all arts emphasis areas (history, theory, technique) – students graded on these specific aspects of their art form</li> <li>● Portfolio and performance assessments are used to gauge student communication skills</li> </ul>
<p><b>Critical thinkers who:</b></p> <ul style="list-style-type: none"> <li>● Question ideas and analyze a variety of perspectives</li> <li>● Recognize bias and respond appropriately</li> <li>● Develop informed opinions while remaining open to other views</li> <li>● Use both imagination and logic in solving problems</li> <li>● Demonstrate intellectual curiosity and discipline</li> </ul>	<ul style="list-style-type: none"> <li>● Written assignments include analysis of varied viewpoints</li> <li>● Fact/opinion rubrics used to determine student effectiveness in developing logic</li> <li>● Open-ended essay formats stimulate student critical thinking as opposed to yes/no answers</li> <li>● Assignments based on student interest allow for the development of imagination and possibility as opposed to limitations</li> <li>● Express critical analysis of media, website, other communication elements in both spoken and written formats</li> </ul>
<p><b>Dynamic Global citizens who:</b></p> <ul style="list-style-type: none"> <li>● Contribute to the community and value the contributions of others</li> <li>● Collaborate successfully to reach goals and create beneficial outcomes</li> <li>● Stay informed about world events; develop a sense of social responsibility</li> <li>● Reflect the community from which they come</li> <li>● Solve conflicts peacefully</li> <li>● Respect the physical and cultural environments of all people</li> <li>● Are accountable for their choices and actions</li> <li>● Demonstrate a high degree of integrity and character</li> </ul>	<ul style="list-style-type: none"> <li>● Student government roles are assessed and analyzed</li> <li>● Arts teachers assess group projects, productions, collaborative efforts</li> <li>● Students are engaged in international projects, cultural trips, community service and service learning projects that are assessed and analyzed</li> <li>● School performance eligibility requirements also include assessments of behavior and attitude</li> </ul>

<p><b>Self-disciplined students and artists who:</b></p> <ul style="list-style-type: none"> <li>● Display pride and passion in their artistic and academic work</li> <li>● Demonstrate consistent effort and commitment through practice and focused study</li> <li>● Challenge themselves to achieve high standards in all endeavors</li> <li>● Appreciate and respect the artistic and academic efforts of others</li> <li>● Innovate and create in all aspects of their work</li> <li>● Move into adulthood with maximum opportunities and choices</li> <li>● Develop their own identity</li> </ul>	<ul style="list-style-type: none"> <li>● Arts performances are selected and assessed to ensure student progress</li> <li>● Faculty reviews student outcomes through individual and group evaluation</li> <li>● OSA selects ambitious projects and arts pieces that challenge and motivate students to reach higher levels of achievement and performance as assessed by rubrics and tests</li> <li>● Student participation in the arts as audience and consumer is assessed through written evaluation and ongoing assessment of arts knowledge</li> <li>● Student self-discipline is assessed through the assignment of projects that are expected to be done independently and on-time.</li> </ul>
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With OSA’s adoption of the Linked Learning framework, and its requirement for comprehensive student support, OSA has reorganized its counseling apparatus and officially formalized and codified the Student Services team to honor that specific pillar of Linked Learning. This includes shifting both the title and job duties of the College Counselor to be College and Career Counselor. This connects to OSA’s adoption of CTE frameworks, standards, and curricula concurrent with OSA’s becoming a Linked Learning Pathway school.

In general, quality of instruction and student progress are measured through a combination of student assessments, state tests, student and family surveys, and a teacher observation and evaluation process.

- Both formative and summative assessments are used in all academic and artistic departments to monitor growth of individual students and in particular subjects from year to year. Each of these metrics is analyzed at the whole school and subgroup level and instructional practices are modified to ensure we are best supporting the needs of our lowest performing subgroups.
- Our ELA department uses the SRI test 3 times each school year to measure Lexile growth, our math department uses the MTDP assessment twice a year to monitor a range of mathematical skills.
- Our Social Science, Science, and World Language departments are each developing assessments that can be used to monitor student progress both vertically and horizontally aligned with state standards and Next Generation Science Standards where applicable.
- The student support team analyzes our monthly Student Achievement Reports to report back to the principal on any subgroups that are underperforming in any particular subject. This information informs the focus for department chairs as the principal meets with the chairs to inform instructional strategies in each individual department.
- We recently contracted with an organization called Bullseye to redesign our classroom observation/teacher evaluation system to be data driven and provide palatable observation

notes to teachers that can more readily guide improvements in instructional practice. Our observation objectives include emphasis on ELD supports, cultural responsiveness, and implementation of an integrated program of study (per our Linked Learning Development).

- OSA is developing/will develop a systematized structure with which to track artistic achievement and industry preparation.
  - Absent the types of standardized testing modules present in the core academic area (CAASSP, SBAC, SRI, NCLB Science) OSA is reworking its artistic pathway and sub-pathway structure and curriculum to be informed by Career Technical Education (CTE) and National Core Arts Standards, in addition to the existing alignment with California Visual and Performing Arts (VAPA) standards.
  - OSA will build structures to collect and aggregate data on outcomes as follows:
    - Rubric-based final capstone assessments (Grade 12) which are scored by both OSA faculty and industry partners to capture the level of demonstrable skills with which a student is leaving OSA regardless of their post-secondary plans.
    - OSA will also pilot and implement capstone internships in keeping with the WBL focus of CTE. This will provide another way of measuring student progress in authentic settings.
    - Rubric based juried assessments at the end of each school year (Grades 6-11) which numerically capture student progress against developmentally-appropriate skills and knowledge, leading up to the 12th grade year and final capstone assessment.
    - Where they exist, and as part of OSA's adoption of CTE and National Core Arts Standards, sub-pathways will also prepare students for and assess them via industry-specific certifications.

The same regular internal reports created by the Student Services team which alert faculty and staff to academic progress also include students' artistic progress.

## **PROGRESS MONITORING OF PREVIOUS SPECIFIC MEASURABLE TARGETS**

### ***Previous Charter's Specific Measurable Targets:***

OSA developed long-range student achievement targets for the term of the previous charter that are outlined below.

### ***Academic Grades***

**Goal:** OSA will maintain a failure rate in Algebra of below 10% for the term of this charter.

**Result:** 9.52% of students failed Algebra 1 in '18-'19.

### ***Structures in Place to Support the Goal:***

Within the term of the previous charter, we have addressed several staffing challenges and are confident that we have reached a solid base for our 6<sup>th</sup> – 12<sup>th</sup> grade Math Department. Additional Algebra support and instruction have been incorporated into the course offerings to provide homework tutoring as well as pre-teaching of difficult content to students who are lacking in both foundational skills and mathematical confidence. Mathematics faculty will continue to be supported by professional development opportunities provided by the textbook vendor, (College Preparatory Mathematics – CPM), as well as coaching and course-specific workshops.

**Goal:** OSA will reduce its failure rate in 9<sup>th</sup> and 10<sup>th</sup> grade Language Arts to below 10% for the term of this charter.

**Result:** In the 2018-19 school year, 4.3% of students failed English 9 or 10

**Structures in Place to Support the Goal:** Baseline and benchmark SRI testing is done 3 times in each school year to monitor student reading progress. Areas in need of growth identified from the SBAC results are focused on in other content areas. Academic literacy is embedded into all arts disciplines to support language arts development school wide.

**Goal:** Eligibility rates for high school will be above 80%; for middle school, above 90%.

**Result:** Students that receive below a 2.5 GPA on either a quarterly progress report or semester report card are designated as ineligible for artistic performance for the subsequent quarter or until they improve their GPA to be 2.5 or above. In the 18-19 school year our eligibility rates were as follows:

Grade Level	Semester	Percentage of Eligibility	Percentage of Eligibility After Four Weeks of Academic Intervention
Middle School	1	94.4%	95.8%
	2	90.2%	92.3%
High School	1	92.8%	93.2%
	2	84%	86.9%

**Structures in Place to Support the Goal:** Our COST team, led by the assistant principal, coordinates and engages in an early warning system to identify specific indicators of low academic performance and implements appropriate interventions to increase academic performance. Monthly student achievement reports are used to identify under performing students and the student support team works with teachers, students, and families to create individualized intervention plans.

**Specific Measurable Targets: Attendance**

**Goal:** OSA will exceed 95% overall attendance for all grade levels during the term of this charter.

**Result:** Schoolwide ADA '18 -'19 dipped below this target to 94.38% for the year.

**Structures in Place to Support the Goal:**

Systems have been implemented that we are confident will increase school wide attendance. We have observed a shift in the emotional needs of our students over the past five years with a significant increase in paralyzing anxiety and depression. In addition to providing mental health services on campus, we have played a vital role in supporting families by referring them and their students to outside counseling services. To improve attendance for students struggling with insomnia and immobilizing mental challenges, we work closely with students and families to develop individualized emotional supports in the form of informal check ins with the mental health professionals, small group topically-based counseling sessions, anxiety management

workshops for our APT, faculty advisors to offer additional school-based connections for students during the school day both formally and informally.

The school Attendance Policy has been revised to provide clear expectations for students and families and create accountability for regular and consistent school attendance. Attendance reports are being run and automated and personalized phone calls are being made to families to communicate about absences within 7 – 10 days of an absence. We are making a concerted effort to minimize chronic absenteeism. The current attendance policy is as follows:

### *Absences*

The school operates from the position that students are enrolled because of their desire to be a part of the organization. Absences affect student performance, as well as the organization of school activities. Students are expected to provide written documentation through email or handwritten note from a parent/guardian indicating the reason for the absence within 3 school days of their return to school. Emails can be sent to [attendance@oakarts.org](mailto:attendance@oakarts.org) and notes should be submitted to the Main Office. *It is the responsibility of the family to contact teachers directly to obtain missed work.* All absences will be recorded in Power School. Students will not receive credit for work if an absence is not reported.

Instances of **chronic absence** (missing 10% or more of school days with or without an excuse) or **truancy** (missing 30 minutes or more of class without parent excuse on 3 or more occasions) will result in referral to the Student Attendance Review Team (SART). The SART will meet on a monthly basis to address attendance issues. Consequences may include, but are not limited to, loss of school privileges, attendance contracts, schedule adjustments, eligibility adjustments, and exploration of alternative educational opportunities. Instances of chronic absence and truancy will result in a letter home and a SART meeting with the student and family to analyze barriers to appropriate attendance and create a support plan to ensure improved attendance. A second letter home in a school year will result in a revisiting of the support plan and mandatory attendance training for students and families. A third letter home regarding either chronic absence or truancy will result in the family being referred to the OUSD Student Attendance Review Board (SARB) to determine appropriate next steps.

At the discretion of arts teachers, repeated absences may render the student ineligible for school performances, presentations, and exhibits.

If a student accrues 15 consecutive absences with no communication to the office, the student may be disenrolled from OSA.

The following are considered valid reason for student absences or tardiness:

- Personal illness or injury (or that of a child for whom the pupil is custodial parent) – A doctor's note may be required for extended illness
- Students who leave school to obtain confidential medical services
- Quarantine directed by the Department of Public Health
- Medical, dental, optometric or chiropractic appointments or treatment (please schedule outside of school hours where possible)
- Attending a funeral service
- Jury Duty as required by law (18 years of age or older)



- Appearance in court
- Observation of a holiday or ceremony of his/her religion
- Family emergency

### *Tardiness*

Any student who arrives to school or class after the bell has rung or after the start of the day and/or class, will be marked “Tardy.”

Students arriving to any class more than fifteen (15) minutes late will be marked “Tardy-Absent” and may not be allowed to make up missed work.

All tardiness will be recorded in Power School.

Tardies may affect the course grade, however there will be opportunities to make up all missed points each week through our lunchtime work recovery program.

### *Extended Absences*

Extended absences during the school year are discouraged. If there are extenuating circumstances parents must contact the assistant principal to make appropriate arrangements and provide a doctor’s note for documentation. The school reserves the right to require enrollment in summer school and/ or online courses to complete missed coursework. If a student is unable to complete necessary makeup work, he/she may not be promoted to the next course level.

### *Leaving School Early/Removing Students from Class*

Parents are strongly discouraged from taking students out of school early. Those students who need to leave school early should submit a request in writing to the main office. The parent or pre-approved designee should pick the student up from OSA. With proper authorization, the student or an administrator may sign them out of school. If a student becomes ill at school, he/she may be excused to go home and, with proper authorization, the student or an administrator may sign them out of school.

At the discretion of arts teachers, repeated early dismissals from school may render the student ineligible for school performances, presentations, and exhibits.

### *Off Campus Lunch: Tardy/Tardy-Absent*

High School students who go off campus for lunch are expected to return to the campus in time for their next class. Students who are tardy for their after lunch class may lose off campus privileges and be referred to the SART.

A student is expected to attend *all* scheduled courses in the second semester of their senior year, including their arts sub-pathway courses, in order for a senior to be eligible to participate in the graduation ceremony.

### ***Specific Measurable Targets: Promotion and Graduation***

***Goal:*** OSA will promote 100% of its 8<sup>th</sup> graders into the OSA high school program.

**Result:** During the term of this charter, it was determined that 100% of 8<sup>th</sup> graders are promoted into OSA high school programs. Due to a change in student interest and additional arts offerings in high school, students are given the opportunity to transfer pathways. This process was offered for one of two reasons, 1) to allow 8<sup>th</sup>-grade students to enroll in a different Art pathway beginning in 9<sup>th</sup> grade, and 2) to allow students in 6<sup>th</sup> through 11<sup>th</sup> grades, based on interest to be trained in other sub-pathways in the subsequent school year. A policy has been developed to address transferring between areas of arts interest.

**Structures in Place to Support the Goal:** Low academic performance early warning systems as mentioned above ensure that our middle school students receive appropriate counseling and interventions to ensure high school readiness. Students who are underperforming in Math or Language Arts are placed in specific intervention courses to provide increased support in those areas.

**Goal:** OSA will graduate 98% of its high school students. Students not eligible for graduation will be offered services to include tutoring, summer school, extended learning opportunities and summer school.

**Result:**

Graduation Rate for All Students	15-16 Year 1	16-17 Year 2	17-18* Year 3	18-19 Year 4	19-20 Year 5 Goal
	91.1%	99.1%	91.9%	98%	100%

**Structures in Place to Support the Goal:** All academic interventions and structures of the student support team mentioned above support this goal. An identified area in need of improvement is support students that transfer to another school in the middle of high school. Our seniors on campus typically graduate at a rate of 100%, though our graduation rate is negatively impacted by students who disenroll and do not complete high school in their new placement. Of note is the 100% cohort graduation rate of our African-American students in 2016-17 and 2017-18. Subgroup data has not yet been released for 2018-19.

\*Note that the state adopted a different method of calculation starting in 2017 which resulted in lower-than expected numbers for the majority of schools.

**Specific Measurable Targets: Non-Academic Categories:**

**Goal:** OSA will continue to maintain a suspension rate of less than 2% on an annual basis.

**Result:**

Suspension rate by subgroup	17-18 Baseline	18-19 Baseline	19-20 School Target
All students	2.2%	1.5%	1%

African American Students	1.7%	2.6%	1%
Students w/ Disabilities	6%	4%	2%

**Structures in Place to Support the Goal:** The training and implementation of restorative practices school wide and the design and implementation of our advisory program aim to reduce the suspension rate for all students by creating a positive school culture. The majority of student suspensions are the result of drug use or physical violence. Our intention is to use culture building educational opportunities to reduce instances of these behaviors.

**Goal:** 90% of the OSA parent/guardian community will access the Power School grading program in a given quarter to ensure families are aware of student progress.

**Result:** All families and students have PowerSchool access. Since the start of the school year we have had close to 50,000 logins, with 85% of all students having their records accessed on mobile devices and 61% of all students having their records accessed via a desktop device. On average, PowerSchool is logged into over 1,000 times per day by students and families.

**Structures in Place to Support the Goal:** Training and outreach to all families occurs throughout the enrollment and orientation process. Individual families are supported and trained on access on the phone, through email, and through one-on-one assistance during schoolwide APT meetings. PowerSchool is available in a wide variety of languages and available on mobile devices as well as desktop computers.

## ELEMENT 4: GOVERNANCE STRUCTURE

### **1. Operation by or as a Nonprofit Public Benefit Corporation**

*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 comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a 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] amend the bylaws, [CHARTER SCHOOL] shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.*

### **2. Indemnification of District**

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

This indemnity and hold harmless provision specifically includes, but is not limited to, any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, the admission practices of [CHARTER SCHOOL] regardless of (i) whether District was aware of such practices, (ii) what District said or did not say, and (iii) what District did or did not do regarding such practices.

### **3. Governing Board Operation**

DRL: “[CHARTER SCHOOL] shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.); the California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) [CHARTER SCHOOL] shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

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

The District reserves the right, but is not obligated, to appoint a single representative of the District’s choosing to the [CHARTER SCHOOL] governing board pursuant to Education Code section 47604(b).”

### **4. Required Notifications to the District**

DRL: “[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, regarding any aspect of [CHARTER SCHOOL]’s operations, 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.”

## **5. Charter School Records**

**DRL: “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 15. [CHARTER SCHOOL] shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

[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.

[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], OUSD shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by [CHARTER SCHOOL] by law or charter provisions.”

Oakland School for the Arts will constitute itself as a California Non-Profit Public Benefit Corporation pursuant to California law. The school will maintain in effect general liability insurance, as well as insurance policies to cover board omissions protection. The OSA governing board will operate procedurally consistent with the adopted by-laws of the organization and follow the approved procedures for changes and amendments. The governing board’s roles and responsibilities will include establishing and approving all comprehensive educational and operational policies, approving all major contracts and agreements, approving the school’s

annual budget and overseeing the school's fiscal affairs. The Board will also evaluate the Executive Director's job performance on an annual basis.

Members of the governing board will be selected to ensure that the make-up of the Board is sufficient to cover the diverse and specialized needs of the school. This will include expertise in education, finances, accounting, marketing, fund-raising, community relations, public school administration and the arts. The Board will be composed of appointed individuals who may represent the various constituencies of the school: parents, community members, business leaders and artists as determined by the board's by-laws and in compliance with current legal stipulations prohibiting 'interested parties' from being on the board. The board will include three parents with students currently attending OSA and a non-voting student member.

The parent representatives will represent and provide advocacy for underrepresented families of students with diverse backgrounds in ethnicity/race, gender, grade levels, students with learning differences and other representative groups.

There will be three voting seats on the OSA Board of Directors for parents of current OSA students to become Directors on the OSA governing board, who will adhere to the job description for the role. The parent representatives will be nominated by the APT Board and presented to the OSA Board of Directors for final membership approval. There will be one non-voting student representative elected by the OSA student body.

In an effort to provide specific guidance to areas of the school, subcommittees are formed from the OSA Board of Directors.

The current OSA Board of Director sub-committees are as follows:

- Executive Committee – provides oversight of the Executive Director and the organizational oversight
- Strategic Planning Committee – supports development of the school's longterm strategic plan
- Community Partnerships – supports diversity outreach, industry partnership in arts and academic organizations that support OSA students in college and career readiness
- Academic Excellence – monitors student achievement for all students and monitors the implementation of processes for improvement targeted for student subgroups
- Artistic Excellence – monitors student achievement of artistic growth, opportunity for mentorship from community partner artists, and access to quality arts education
- Advancement Committee – works closely with the school's development team on fundraising.
- Audit Committee - reviews the school's audit and responds to the findings of the outside audit.
- Finance and Facilities Committee – works closely with the Executive Director to create a strong, fiscally sound organization.
- Governance Committee – identifies the needed skills and experiences for the Board and recruits and onboards new members.
- Ad Hoc Charter Renewal Committee – supports the Executive Director in the preparation of developing the charter renewal petition for submission. This is a short-term committee to be disbanded upon completion of the charter renewal process.

Board Subcommittees exist to support the needs of the students, faculty and the organization as a whole.

The governing board may execute any powers delegated by law, and may appoint a designee to carry out any duties associated with this.

The Board of Directors of the Oakland School for Arts will appoint an Executive Director who will be responsible for the day-to-day operations of the school. This director will also serve as the Local Educational Agency (LEA) Superintendent for matters that require this level of approval for the California Department of Education. The director/superintendent will be responsible for implementing the policies determined by the Board of Directors as they apply to the regular operation of the school.

OSA and OUSD pledge to work in cooperation with all LEAs and Special Education Local Plan Areas (SELPA) to ensure that a free and appropriate education is provided to all students determined to have special needs. OSA has entered into an agreement with El Dorado County Charter SELPA to provide these services after a careful review of the needs of OSA students and the services/supports offered by the SELPA. This has also included the analysis of students' residences to determine how to equitably fund special education given that OSA enrolls students from a wide range of regions and school districts.

In its agreement with El Dorado County Charter SELPA to provide services to its students, OSA's financial agreement ensures, first, that OSA students are receiving the highest level of service to which they are entitled, and following that, to join with other SELPA members in a fiscal arrangement that follows the general guidelines of the SELPA. OSA has created a Coordination of Services Team (COST) that is responsible for the identification and support of any student whose school performance indicates the need for special attention and/or intervention. First interventions will be analyzed for the success and/or results of the action, and this may or may not result in a referral for psychological testing and special education services.

OSA will abide by all Brown Act requirements.

*Oakland School for the Arts will comply with the District policy related to charter schools to the extent it aligns with and does not exceed the law applicable to charter schools, as it may be changed from time to time as long as the charter school has been given written notice of the policy change.*

*Members of OSA'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.*

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

## **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

## **1. Nondiscrimination**

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."*

## **2. Teacher Credentialing Requirements**

DRL: "CREDENTIALING REQUIREMENTS

*[CHARTER SCHOOL] shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. [CHARTER SCHOOL] shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). [CHARTER SCHOOL] shall maintain current copies of all teacher credentials and make them readily available for inspection."*

## **3. Reports of Educator Misconduct to C.C.T.C.**

DRL: "OBLIGATION TO REPORT TO CALIFORNIA COMMISSION ON TEACHER CREDENTIALING

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

## **4. Employment of Felons**

DRL: "EMPLOYMENT OF FELONS

*The [CHARTER SCHOOL] shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies."*

Oakland School for the Arts will recruit, hire and train academic teaching staff that holds appropriate California credentials for the specific subjects they will teach. The academic teaching staff will also be selected based on their suitability for teaching in an arts school: the



ideal OSA candidates will have experience in the arts and the demonstrated ability to integrate the arts into curriculum.

Oakland School for the Arts will also employ certificated and non-certificated instructional staff for elective and arts classes. Staff will be selected based on a range of factors that will include holding a CTE credential, artistic experience, teaching experience, and the ability to work in a school setting that serves students with diverse backgrounds and interests. OSA will comply with all applicable legislation mandating teacher credentialing requirements such as AB 1505.

All staff are provided with professional development that will offer them training and support in the areas of classroom pedagogy, student support, legal requirements, and grading and assessment.

### **Executive Director Role**

OSA's Executive Director leads the artistic and academic vision of the school. He/she is primarily responsible for supporting the senior management team and managing the progress of the school's academic and artistic program while also being the primary liaison between the school and its external audiences, including parents, the board, funders, Oakland Unified School District, the surrounding community and arts program partners.

The Executive Director's key responsibilities include:

- Managing senior staff and school leaders, acting not only as a supervisor but also as a coach and consensus builder, remaining deeply committed to the values of developing and bringing out the strengths of all of OSA's people while also holding them accountable for their goals and desired outcomes for the whole school community;
- Partnering with the Board of Directors, management team and funders to secure and allocate the resources and supports necessary for OSA to continue to grow in the depth, breadth and quality of its artistic and academic programs;
- Serving as chief problem solver and strategic planner, remaining solutions-oriented and grounded in reality as needed while pushing the boundaries of what is possible to realize the highest levels of success for OSA's students, staff and programs.

Specific Duties of the Executive Director include:

#### **Management**

- Manage all day-to-day operations of the school. Supervise the business office, principal, director of advancement and special education director.
- Increase effectiveness of staff by recognizing and providing opportunities for development. Coordinate practices and procedures across departments.
- Identify staffing needs, manage and evaluate all managed staff.
- Work closely with key players to prioritize goals, develop benchmarks, and create project schedules.
- Develop routine and ad hoc reporting; prepare and conduct presentations.
- Summarize recommendations and findings. Develop metrics to measure growth and performance of the school and provide reports as needed.

#### **Academic Leadership**

- Overall responsibility for academic outcomes of the school.
- Manage the principal to achieve success.
- Define academic goals and define professional development programs to achieve them.
- In conjunction with the principal, hire and evaluate instructional staff.
- Provide leadership to staff and students.

#### Board Relations

- Directly report to the Board of Directors
- Responsible for creating timely reports, analyses, options and recommendations for Board review and action, including regular reports on student achievement broken down by subgroups.

#### Development

- Oversee fundraising, marketing and development and serve as a spokesperson for the school.
- Implement communications and media strategy. Maintain website content and other promotional materials.
- Oversee fundraising and grant writing

#### Administration

- Foster good faculty and parent relations.
- In partnership with the principal and the diversity and equity coordinator, responsible for parent outreach and for increasing parent involvement and representation.
- In support of the principal, handle all student standards and discipline issues.
- Monitor and track student attrition, attendance, tardiness and disciplinary issues.

#### **Principal Role**

The principal at OSA is responsible for overseeing all areas of student academic life and success.

- Preparing and monitoring the school's budget.
- Selecting, assigning, and evaluating all academic instructors and educators as deemed appropriate by the Executive Director. This includes working with employees to correct deficiencies, as well as following discipline and termination procedures. This responsibility may be shared with other members of the school's administrative team at the discretion of the principal.
- Planning and directing all academic programming, and co-planning and co-directing all arts programming in collaboration with the artistic director.
- Implementing all policies and procedures as established by the Executive Director and the OSA Governing Board.
- Providing, administering, directing and managing OSA programs involving extra and co-curricular activities.
- Preparing reports to Board of Directors on a regular basis to give updates on academic activity and accomplishments
- Providing leadership in partnership with the Executive Director in the development and achievement of the academic goals jointly established by the school leadership team, Executive Director and the OSA Governing Board.

- Participating in the policy and decision-making process on matters affecting OSA as a whole by membership in the Executive Director's leadership team.
- Developing, with the assistance of department chairpersons and the administrative staff, the master schedule.
- Assuming overall responsibility for the safeguarding and expenditure of student body funds.
- Interpreting and promoting the school's program and its needs to pupils, parents, staff members, and the community at large using all appropriate means of communication.
- Acting as a spokesperson and contact person for the school with the support of OSA leadership as is appropriate.
- Participating in A.P.T., Board, and community meetings, functions, and activities as needed.
- Providing leadership to the faculty in seeking better ways of meeting pupil needs, and plans in-service training programs to improve teacher effectiveness.
- Performing other job-related duties as assigned by the Executive Director.
- Planning and supervising pupil services, including guidance and counseling; participates in a variety of meetings monitoring student behaviors, including Individual Education Plans and 504s. These duties may be shared with other members of the leadership team at the Principal's discretion.
- Fulfilling other duties or other assignments as needed in order to best serve our students.

### **Artistic Director Role**

The Artistic Director has overall responsibility for the quality and relevance of OSA's artistic program. Responsibilities will include:

- Develop and implement artistic vision and focus of OSA
- Create criteria and standards that address the ongoing aesthetic values, philosophy and activities of the Arts at OSA in service of OSA's goal of achieving Artistic Excellence
- Evaluate (with each Arts School Chair) artistic programming for the year for the year. Ensure that Arts programming meets our school-wide strategic plan goals
- Evaluate each Arts School's curriculum to ensure that OSA is offering diverse Arts content relevant to our diverse student demographic in all grade levels
- Create template for Arts faculty to evaluate quality and excellence in their department performances
- Attend at least one show from each Art school per year. Evaluate and provide written feedback to faculty on the shows
- Evaluate Arts chairs in teaching, practice, leadership in department and engagement of students and parents
- Oversee Arts chairs in developing and enforcing individual department budgets
- Selecting, assigning, and evaluating all arts instructors and educators as deemed appropriate by the Executive Director. This includes working with employees to correct deficiencies, as well as following discipline and termination procedures. This responsibility may be shared with other members of the school's administrative team at the discretion of the Artistic Director.
- Act as a spokesperson for OSA's Artistic purpose: speaking engagements, public and social appearances, and fundraising events
- Foster good relationships with community and cultural organizations by participating in meetings and joint activities where appropriate

- Prepare reports to Board of Directors on a regular basis to give updates on Artistic activity and accomplishments of Arts programming
- Curate and manage an OSA alumni page in which alumni can showcase their achievement in the Arts post OSA
- Lead Arts faculty in weekly Arts Division meetings
- Act as liaison between Arts and Academics to ensure good communication and streamlined school-wide goals are being met
- Act as resource and mentor for Arts faculty
- Lead new Arts faculty in OSA Arts onboarding and professional development during PD sessions

## **ELEMENT 6: HEALTH AND SAFETY PROCEDURES**

### **1. Site Safety Plan**

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

DRL: “[CHARTER SCHOOL] shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any schoolwide dress code, pursuant to Section Education Code 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.”

### **2. Pupil Safety**

#### **DRL: “VISION, HEARING AND SCOLIOSIS**

*[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.*

#### **EPINEPHRINE AUTO-INJECTORS**

*[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, and shall comply with the requirements of Education Code section 49414..*

#### **COMPETITIVE ATHLETICS**

*[CHARTER SCHOOL] shall comply with the requirements of Education Code section 221.9 with respect to the posting and/or disclosure requirements regarding pupil participation in competitive athletics, and shall comply with the requirements of Education Code section 33479 et seq. regarding recognition of signs of sudden cardiac arrest with respect to any athletic program that it offers.*

#### **CONCUSSIONS/HEAD INJURIES**

*[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].”*

#### **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.”*

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

*[CHARTER SCHOOL] shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or*

*in out-of-home settings, such as foster care; and Lesbian, gay, bisexual, transgender, or questioning youth.*

#### **TRANSPORTATION**

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

#### **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.*

#### **DATA PRIVACY**

*[CHARTER SCHOOL] shall take the required steps to protect the data privacy of its pupils, including but not limited to compliance with Education Code section 49073-49079.7, as well as complying with the requirements of Education Code section 49073.6 with respect to any maintenance of any information obtained from social media in its pupil records.*

#### **OTHER REQUIREMENTS**

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

### **3. Employee Training**

*DRL: “[CHARTER SCHOOL] shall ensure that all staff members receive annual training on [CHARTER SCHOOL]’s health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.*

*[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 Education Code section 44691.).”*

### **4. Employee Background/Tuberculosis Check**

*DRL: “CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING*

*[CHARTER SCHOOL] shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. [CHARTER SCHOOL] shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.*

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

#### **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.*

Oakland School for the Arts has adopted a set of health, safety and risk management policies. These policies have been developed with student and staff safety as the highest priority, and are updated periodically based on new laws and best practices.

Policies include, but are not limited to:

- Response to natural disasters and emergencies.
- Prevention of contact with blood-borne pathogens.
- Bi-annual certification of appropriate staff in first aid and CPR.
- Administration of prescription drugs and other medicines to students.
- Evidence that the school is housed in a facility that is approved by the state or local fire marshals. A structural engineering report will be on file indicating that no seismic hazard exists.
- OSA is a drug-, tobacco- and alcohol-free workplace.
- Each OSA employee will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies and procedures will be incorporated as appropriate into the school's student and employee handbooks and will be reviewed on an ongoing basis through staff development and board resolution.

OSA shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR 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.

#### **ELEMENT 7: MEANS TO ACHIEVING ETHNIC BALANCE**

No DRL. Please provide a reasonably comprehensive description of “[T]he means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”

**Enrollment Summary:**

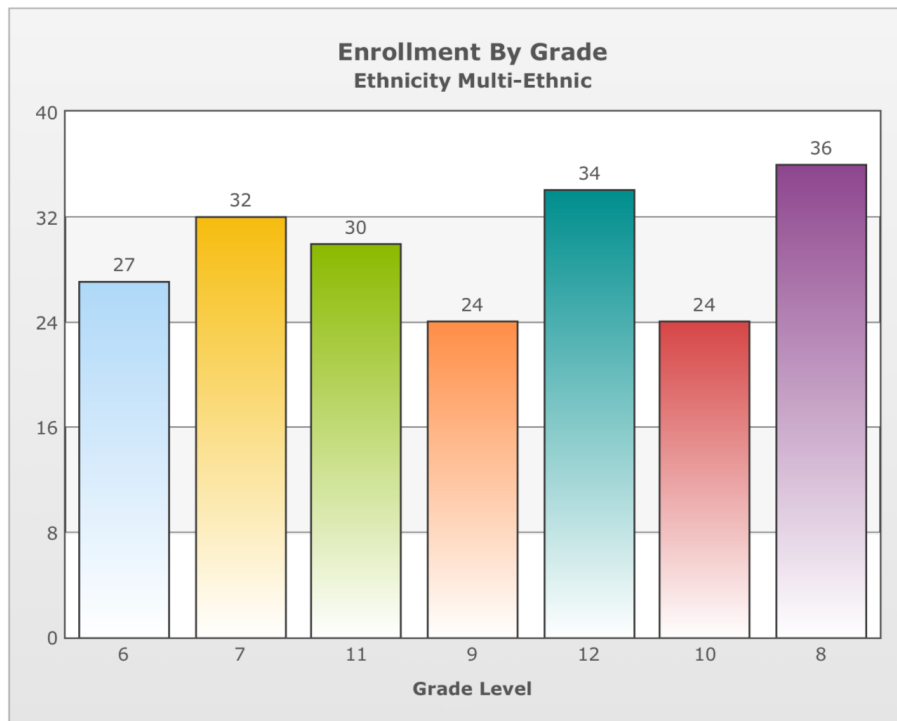
as of 10/06/2019 ()

District Office

Grade Level	Total In Grade	American Indian or Alaska Native	Asian	Chinese	Japanese	Korean	Vietnamese	Asian Indian	Loatian	Cambodian	Other Asian	Hawaiian	Guamanian	Samoan	Tahitian	Other Pacific Islander	Filipino	Hispanic / Latino	Black / African American	White	Multi-Ethnic	Decline to State / Unknown	Unclassified
6	116 40 / 76	1 1/0	1 0/1	6 1/5	1 1/0	1 1/0	0 0/0	1 0/1	0 0/0	0 0/0	4 2/2	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	9 2/7	23 11/12	40 8/32	27 11/16	0 0/0	2 2/0
7	107 43 / 64	1 0/1	0 0/0	4 2/2	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	2 0/2	0 0/0	0 0/0	0 0/0	0 0/0	2 2/0	0 0/0	6 4/2	21 5/16	38 17/21	32 12/20	1 1/0	0 0/0
8	113 33 / 80	1 0/1	0 0/0	2 0/2	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	1 1/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	7 2/5	20 3/17	46 18/28	36 9/27	0 0/0	0 0/0
9	115 43 / 72	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	2 1/1	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	14 6/8	32 12/20	43 17/26	24 7/17	0 0/0	0 0/0
10	118 43 / 75	2 0/2	0 0/0	3 1/2	0 0/0	2 1/1	0 0/0	2 1/1	0 0/0	0 0/0	5 0/5	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	5 1/4	28 10/18	46 18/28	24 10/14	1 1/0	0 0/0
11	106 37 / 69	2 2/0	2 1/1	4 1/3	0 0/0	2 1/1	2 1/1	1 1/1	0 0/0	0 0/0	2 1/1	0 0/0	0 0/0	0 0/0	0 0/0	2 0/2	0 0/0	6 6/0	7 1/6	45 13/32	30 10/20	1 0/1	0 0/0
12	118 45 / 73	2 1/1	0 0/0	4 1/3	2 0/2	0 0/0	1 1/0	1 1/0	0 0/0	0 0/0	3 1/2	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	0 0/0	7 3/4	22 9/13	40 16/24	34 12/22	2 0/2	0 0/0
Total	793 284 / 509	9 4/5	3 1/2	23 6/17	3 1/2	5 3/2	3 2/1	5 2/3	0 0/0	0 0/0	19 6/13	0 0/0	0 0/0	0 0/0	0 0/0	4 2/2	0 0/0	54 24/30	153 51/102	298 107/191	207 71/136	5 2/3	2 2/0

The Scheduling/Reporting Ethnicity view displays student ethnicity data that is used in scheduling and preconfigured reporting. See the help for more information.

**Enrollment Summary Chart**





## Special Program Enrollments

Program Number	Program Name	Program Enrollment	Census Count	% of Total Enrollment (793)
127	Gifted and Talented Education (GATE)	0	0	0 %
135	Title I Part C Migrant	0	0	0 %
144	Special Education	59	59	7.44 %
181	Free Lunch	76	76	9.58 %
182	Reduced Lunch	20	20	2.52 %
185	Transitional Kindergarten	0	0	0 %
190	Foster Program	0	0	0 %
191	Homeless Program	0	0	0 %
-	Socio-Economically Disadvantaged	99	99	12.48 %
-	Title III Students	0	-	0 %

Current % of Students in Free or Reduced Meals Program: 11.98 %

## **ENSURING DIVERSITY, EQUITY AND REPRESENTATION**

OSA has undertaken an aggressive recruitment plan to ensure that we represent the neighborhoods and demographics of Oakland. In the ever changing landscape of Oakland, OSA serves a critical role. We are committed to intentionally building a school culture that is rooted in the values of culture, equity, and community representation and engagement. OSA currently has identified the need to create and manage school-wide Diversity and Equity initiatives. OSA is committed to utilize other resources with the expertise to help the school establish and maintain consistent and systematic means to ensure we are remaining diligent to this necessary action.

In service to this goal, OSA is phasing out auditions. We believe this decision will create a more diverse school while offering high quality arts education to its students.

### ***Recruitment***

OSA has outreach coordinators doing targeted recruitment efforts to low-income and marginalized families of color, particularly those living in Oakland, in order to provide supports and greater access to our school. This outreach has been done primarily in Oakland through site visits, presentations at back to school nights, one-on-one family meetings, classroom visits, collaborative artistic works and afterschool programming. As an expanded effort to connect with prospective OSA students beyond schools for recruiting, OSA is in a constant cycle of establishing relationships with arts programs for school-aged students.

### ***Step It Up Diversity Outreach Program***

Step It Up is one of OSA's Diversity Initiatives currently designed to give underserved Oakland youth in 4th-5th grades attending Title 1 elementary schools in Oakland access to OSA's high quality arts instruction. The grade levels targeted for this program have also included 7<sup>th</sup> and 8<sup>th</sup> grade students to prepare for entry to OSA's high school instruction and may be offered to other grade levels as the program necessitates.

Weekly free afterschool arts classes with OSA's arts faculty take place both onsite in the Fall of each school year. Through the study of foundational techniques in Visual Arts, Vocal Music, Theatre, Instrumental Music, Dance, Production Design and Digital Media, Step It Up seeks to give interested students the tools they need to successfully transition into OSA. All promotional materials for Step It Up are translated into English, Spanish and Mandarin.

### ***Communication and Access***

OSA has secured the translation program "Talking Points" in order to implement a school-wide communication system which is accessible for all families in their home language. This system has many benefits, including increased communication between school and home, two-way messaging, two-way translation, robo call translation, accessibility on mobile and computer devices, and ability to integrate with our current PowerSchool system. Talking Points was originally founded in Oakland to support low-income immigrant families and is now used throughout OUSD and many other districts as a primary communication tool. OSA plans to use this tool for all OSA students and families as well as our incoming Step It Up families.

### ***Student Progress Monitoring***

In order for OSA to properly assess and identify equity and achievement gaps, to provide targeted support and instruction for students who are achieving below grade level in reading and math, OSA's Leadership Team and Student Support Team will prepare consistent reporting disaggregated by subgroup. This data will be shared with the Academic Excellence and Community Partnership subcommittees to provide professional expertise and support on on-going initiative. Reports will be generated for the Board of Directors. The type of data that will be provided will include :

- Eligibility and academic performance by subgroup, grade level, Pathway
- Enrollment statistics to monitor student retention of subgroups
- Suspension rate by subgroups
- School culture and climate survey results

### ***Student and Parent Affinity groups***

As with all students clubs and organizations, at the request of students who were seeking to identify with others who have similar life experiences, students of color and/or sexual orientation, and eventually parents of color, established clubs and organizations that were created to provide support and connection. The following is a list of the current organizations specifically created at OSA:

- **Board for Students of Color:** Established in 2016 and intended to be an assembly of students of color at OSA that meets regularly to provide voice for the larger community of students of color at OSA. BSOC gathers students from as diverse backgrounds as

possible in order to ensure OSA is acknowledging various experiences and using an intersectional lens. The Board works closely with many of the clubs at OSA as well as a faculty advisor so that OSA can intentionally work as a collective in pursuit of creating the most safe and supportive environment for students of color at OSA. BSOC is not only a board working for change, but also a united community that supplies space for courageous conversations about race and equity. BSOC aims to create a bridge between the faculty, administration and the students and is intended to shape the school environment through ongoing collaboration to create a safe and productive space for all its students.

- **Parents of Color Group (POC):** Established in Fall 2017 to provide a safe and welcoming space for families of color at OSA to build community, voice concerns, and generate solutions to equity challenges facing the school. The group has monthly meetings at OSA and is a parent-led group. The POC group supports OSA’s cultural assemblies and regularly connects with students from the Board of Students of Color. The Parents of Color group also hosts community functions for families of color at the school in order to broaden cultural awareness of our OSA community.
- **Parents of Disabled Students (PODS):** PODS works to help the administration and faculty create and sustain an educational community where students with disabilities are fully supported, and enjoy full inclusion, representation, respect, and dignity at OSA.
  - Centering the voice of students with disabilities within P.O.D.S. by ensuring opportunities for students to participate in activities, meetings, events
  - Promoting diverse representation in the student body, faculty, boards, and all aspects of OSA life
  - Promoting a network of parents of students with disabilities and providing a forum to share information, including information about their rights under Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act
  - Promoting communications among parents, students, and the administration on issues impacting students with disabilities
  - Planning and promoting programs and educational opportunities within the OSA community— students, faculty, board, and administration—to encourage understanding, acceptance and inclusion
  - Working in collaboration with the administration in advancement of P.O.D.S mission.
- **Asian Pacific Islander Student Union:** APISU seeks to connect and uplift the Asian and Pacific Islander student population of OSA. The goal is to create a safe space for API individuals to connect to one another. APISU also aims to educate attendees of current and past events, important figures, and cultural history.
- **Black Student Union:** BSU increases awareness and appreciation for African American issues, history, culture, and creates a safe space for Black students.
- **Brothers of Color:** Established in the Fall of 2018 in order to provide a safe and supportive space for our young men of color at OSA. This affinity group meets at lunch

on Fridays and is led by two students and has a faculty advisor. The students in attendance are African-American, Latino, and Asian students in the 6<sup>th</sup> -12<sup>th</sup> grade. This group also engages male faculty and staff of color to serve as mentors for the young men in the group.

- **QT Club (Queer Trans Club):** Our mission is to create space and community for LGBTQ+ students at OSA. They will be able to share their own experience, discuss how LGBTQ+ people have impacted the world today, and find a place in our little "QT community".
- **Womxn of Color Club:** Womxn of Color Club aims to create a safe space for students (particularly WOC) to discuss our intersectional identities and work to make our community safer for WOC.

### ***Enrollment***

OSA is making a direct commitment to prioritize enrollment for Oakland residents and students that participate in our Step It Up equity and outreach program. Preferences, particularly those students who are enrolled in Title I schools, will be given in the lottery for this and other areas as detailed in the Enrollment Element: successful completion of the Step It Up program and residing in Oakland, using OUSD’s residence documentation standards, with provision for Families In Transition per the McKinney-Vento Homeless Assistance Act.

## **ELEMENT 8: ADMISSIONS REQUIREMENTS**

### ***1. Admissions Lottery***

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

*[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, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.*

*[CHARTER SCHOOL] shall also comply with the following requirements of Education Code section 47605(d)(2)(B)(i)-(iv):*

*(i) Each type of preference shall be approved by the chartering authority at a public hearing.*

(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.”

[Add additional provisions showing how [CHARTER SCHOOL] will comply with the above requirements, including how the preferences “shall not result in limiting enrollment access for pupils listed in Education Code section 47605(d)(2)(B)(ii).]

## **2. Homeless and Foster Youth**

DRL: “HOMELESS AND FOSTER YOUTH

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

## **3. Non-Discrimination**

DRL: “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.”

#### **4. Parent Engagement**

**DRL: “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].”*

*Upon request, OSA agrees to provide any and all information requested by District regarding the Step it Up program. This information may include, but is not limited to, demographic data on (i) students interested in participating in Step it Up, (ii) students actually participating in Step it Up, (iii) students in Step it Up who applied to enroll in OSA, and (iv) students who were able to enroll OSA, in part or wholly as a result participating in Step it Up. If the District concludes that there is not a sufficient data/evidentiary basis to justify Step it Up, OSA further agrees to work with the District to either (a) remove the enrollment priority for Step it Up participants, or (b) redesign Step it Up to the District's satisfaction. For purposes of this paragraph, Step it Up references to the program currently run under that name or any similar program/activities OSA operates in the future.*

## **ENROLLMENT**

### ***Statement of Intent Regarding Auditions***

OSA understands the importance of removing the audition process and is committed to transitioning gradually so as to maintain its high-quality arts education to a lottery-based enrollment process with preferences.

As OSA takes action to phase out the audition process, the following structure for the remaining auditions, until phased out entirely, will take place as detailed below. The gradual phasing out of our longstanding auditions was a decision arrived at based on feedback from various sources including the OUSD Charter Office, OSA staff, teachers, parents, and students. We had multiple public meetings, parent working group meetings, surveys across all constituencies, and came to the conclusion that, to ensure equity in our student population, we must open our doors to students who prioritize an arts education. The phase out process is a necessary step so that we can build intentional and supportive curriculum for incoming students to be successful in a high-performing artistic environment. We recognize that our future students who enroll via application and lottery will enter at a wide variance of skill levels thus scaffolded course levels for introductory and accelerated placement, much as we do in our academics, will need development. Our plan is to welcome a 6<sup>th</sup> grade class of students who express an interest in our extensive arts programming,

without an audition. The subsequent year will see incoming 6<sup>th</sup> and 7<sup>th</sup> grade students entering without an audition. After our third year, our entire middle school will be students entering sans audition, and after that point we will no longer require auditions for entry. Our support systems for the new students will progress along with them.

<b>Year</b>	<b>Student Admission Process and Preferences by Grade and Year</b>
'20-'21	6th -12th-grade enrollment with auditions by Pathway into a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents) under the Charter ending June 2020
'21-'22	6th-grade enrollment with a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents) by Pathway
	7th -12th-grade students will audition by Pathway into a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents)
'22-'23	6th- and 7th-grade enrollment with a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents) by Pathway
	8th -12th-grade students will audition by Pathway into a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents)
'23-'24	6th - 8th-grade enrollment with a lottery by Pathway (siblings, Step-It-Up graduates, Title I students*, Oakland residents) by Pathway
	9th -12th-grade students will audition by Pathway into a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents)
'24-'25	6th -12th-grade students with a lottery with preferences (siblings, Step-It-Up graduates, Title I students*, Oakland residents) by Pathway

\*Includes students who are currently enrolled in or who reside in the elementary school attendance area of the Public elementary school(s) in which OSA is located for purposes of the Charter School Facility Grant Program.

### ***Our Current Audition Process***

Currently, auditions for OSA take place in January and February. Students choose either the January or the February audition. They may not audition at both. All information on the application must be complete, current, and accurate. The parent or guardian must sign the application in order for the student to audition, unless that student is 18 years of age or older. After receipt of the application and verification that all documents are complete, OSA informs the student of their audition date and time. All applicants must have an appointment. Students may audition for up to two (2) of our arts pathways. When a student is enrolled at OSA, they are enrolled in one arts sub-pathway. They may not double-major.

### ***The Audition***

All applicants audition before a panel of OSA staff and local professional artists. Applicants are evaluated against a standard of artistic potential. While the panel members may talk to the

applicant about the audition, such an interview is not scored. Letters of reference and personal statements/application essays are not accepted and, if submitted, will not be read. All work presented at auditions must be entirely produced by the student auditioning. Each arts program lists its audition requirements on the OSA website.

Currently, the audition consists of a demonstration of talent and potential in one or more sub-pathways. All auditions are scored on a discipline-specific rubric by a panel of up to three experts. The panel may consist of the chair of the specific department, a teacher or artist within that department, and/or a community-based artist who is not part of the regular OSA staff. The panel completes a score rubric, which is based on measurable standards, for each auditioning student. Rubric results are tallied with a possible score range of 1-10. Scores that are 8 and above are considered *Exceeds Expectations* and scores 5 and above are considered *Meets Expectations*. Scores below 5 are considered *Does Not Meet Expectations*.

### ***Lottery-Based System***

Students are scored on their audition, falling into one of three categories: *Exceeds Expectations*, *Meets Expectations*, and *Does Not Meet Expectations*. Students who fall into this last category are automatically sent a letter denying them admission. Students in the *Exceeds* and *Meets* categories are then entered into an enrollment lottery. Enrollment is based on (a) space in a particular grade level overall and then (b) space in a particular arts sub-pathway. Students who pass (*Meets* and *Exceeds*) the auditions are each selected based on randomly assigned lottery numbers. Families are notified of the results of the lottery.

Students who are not offered enrollment because of space limitations are given a waitlist number (starting with #1). As accepted students decline enrollment, or existing students exit the school, we will offer waitlisted students admission based on the factors already described. There is nothing a student or family can do to improve a student's waitlist number. OSA applies no evaluation at all in the selection of the next student. An offer is made simply based on who is next in line.

OSA keeps the waitlist active until the end of Semester 1. Interested applicants must reapply each year if they are interested. OSA does not carry the waitlist over from year-to-year. OSA will conduct the lottery in the spring for enrollment in fall of that year.

### ***Results Notification***

The results of the audition are mailed within two to four weeks of the February audition date. Applicants are offered a place in the school, placed on the waiting list, or denied admission.

### ***Transferring Between Arts Pathways***

If a student wishes to transfer into another arts sub-pathway, they may petition to do so. A student must fill out a Change of Major form and submit it to the Director of Enrollment. The student must then complete an audition. If the student petitioning to transfer has met the induction criteria, they will be offered enrollment. Transfer auditions will take place on an announced date (typically the first Monday in February). A transfer audition slot will be granted to a student who has completed the Change of Major form and submitted it to the Director of Enrollment by the announced



deadline (typically due the last school day in January). The student will receive a confirmation email from the Director of Enrollment. If a student does not have access to email after school hours, they should inform the Director of Enrollment to ensure that they receive their audition information during school hours. The student must then complete the audition, adhering to all of the requirements. They will be scored on the same rubric that is used during OSA's general auditions.

If a student completes the audition successfully, they will be offered enrollment in their new arts sub-pathway. Enrollment would begin the *following* academic year. The student must finish out current the year in good standing in their current arts sub-pathway before transferring. If a student does not audition successfully, they will remain enrolled in their current arts sub-pathway for the next academic year.

There is no limit to the number of times a student may apply to transfer. And there is no limit to how many arts sub-pathways a student can apply to transfer into at any one time. However, the audition timeline will not be altered for any students. Auditions outside of the official cycle will not be granted.

### ***Disenrollment***

Exit interviews are conducted with all students and families in the disenrollment process to gather information regarding how OSA's educational practices may have contributed to their decision to disenroll. If a student disenrolls for any reason and then wishes to return to OSA, the student must complete the next scheduled application and audition process (if applicable at that time). The timeline and requirements would be the same as for any other member of the public who wishes to attend OSA. A student wishing to return would audition in either January or February (as applicable at that time) for potential enrollment in the following school year.

### ***Optional Student-Parent-School Orientation***

An optional student-parent-school informational orientation is scheduled by the school administration for all newly enrolled applicants. The purpose of the orientation is to ensure that new students feel as comfortable as possible upon beginning school at OSA. A school official explains the school's goals, expectations, mission, and vision. During this orientation, detailed information about OSA's program is presented and the students and parents are given the opportunity to ask specific questions about OSA.

As of this charter term, OSA will begin transitioning from an audition-based enrollment process to a lottery-based enrollment process with preferences. The transition will be implemented over a rolling calendar. The impact to the current program of study requires revisions to incorporate on-going artistic differentiation and instruction in foundational skills as needed to ensure the artistic success of all students. Skills needed in each sub-pathway varies and college- and career-readiness courses have yet to be designed. In consistency with its focus on equity and access for all students, OSA is committed to provide access to underrepresented students while supporting students who have not had prior arts training with support for beginning students and exposure to a variety of subpathways.

OSA will actively recruit a diverse student population from the city of Oakland and Alameda and Contra Costa counties, with preference given to Oakland residents. Admission to OSA is available to any California resident, and it is the vision of the school to attract a regional population to the school, bringing a richness of artistic talent, potential and cultural awareness to the downtown Oakland area. Prior to going through the application and admission process, prospective students and families will be informed through Open Houses and school tours given to targeted Title One schools about the vision, mission and instructional practices of the school, so that families can make appropriate educational choices for their children.

The OSA application process consists of the completion of an on-line application that includes all pertinent information, and the selection of the art school for which the student wishes to apply. **Students are not required to identify their ethnic background, citizenship status, disability status, or to submit any school records of any kind prior to admission to Oakland School for the Arts.**

Once a student's application has been processed, based on the detailed lottery-based phased-in schedule, the family receives notification of the time and date of the student's artistic audition as applicable. Auditions are being phased out and will be applicable only in the following designated circumstances:

#### ***Phase Out Process***

For the 2020-21 school year, auditions for entry will have taken place under the terms of the previous charter, which require auditions for entry. Any students seeking enrollment after the expiry date of the previous charter will apply under the terms of the new charter application process as follows. Preferences are given as specified in the 'Student Admission Process and Preferences by Grade and Year' table of this document.

For the 2021-22 school year, incoming 6<sup>th</sup> graders are entered into OSA based on an application and lottery. All other grades audition to be placed into the lottery for entry into the school. Preferences are given as specified in the 'Student Admission Process and Preferences by Grade and Year' table of this document.

For the 2022-23 school year, incoming 6<sup>th</sup> and 7<sup>th</sup> graders are entered into OSA based on an application and lottery. All other grades audition to be placed into the lottery for entry into the school. Preferences are given as specified in the 'Student Admission Process and Preferences by Grade and Year' table of this document.

For the 2023-24 school year, all incoming middle school applicants are entered into OSA based on an application and lottery. All other grades audition to be placed into the lottery for entry into the school. Preferences are given as specified in the 'Student Admission Process and Preferences by Grade and Year' table of this document.

For the 2024-25 school year, all incoming students will be admitted without an audition. Applicants will be placed into the lottery for entry into the school. Preferences are given as specified in the 'Student Admission Process and Preferences by Grade and Year' table of this document.

### ***Auditions During Phase Out Process***

For the incoming grade-level applicants for whom it is applicable during our phase-out process, OSA holds annual auditions in January and February. Spaces are open on an as-available basis depending upon attrition of students. The audition consists of a demonstration of talent, potential, and aptitude in one of two pathways: Design, Visual, and Media Arts (DVM), and Performing Arts (PA). Auditions during the Phase Out Process follow the structure detailed earlier in this petition.

Once admitted, students and families will complete an enrollment package and students will be administered placement tests to ensure proper placement in academic programs. Included in the enrollment packet is a statement of school philosophy and a commitment form that families are asked to sign. Once accepted into OSA it is assumed that students will return each year unless the family or guardian notifies OSA otherwise, excluding a situation of a board-approved expulsion.

### ***Compliance***

Oakland School for the Arts will not be sectarian in its programs, admissions policies, employment practices and any other operation or function of the school. It will not charge tuition or discriminate on the basis of race, ethnicity, citizenship, national origin, gender, sexual orientation, gender orientation, religious or spiritual practice, or disability.

In accordance with Education Code Section 47605(d)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(d)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(d)(4), and make this notice available to parents.

Section 47605(d)(2)(B) If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

- (i) Each type of preference shall be approved by the chartering authority at a public hearing.
- (ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.
- (iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
- (iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

Section 47614.5 (c)(2) Upon application by a charter school, determine eligibility, based on the geographic location of the charter schoolsite, pupil eligibility for free or reduced-price meals, and a preference in admissions, as appropriate. Eligibility for funding shall not be limited to the grade level or levels served by the school whose attendance area is used to determine eligibility. A charter schoolsite is eligible for funding pursuant to this section if the charter schoolsite meets either of the following conditions:

(A) The charter schoolsite is physically located in the attendance area of a public elementary school in which 55 percent or more of the pupil enrollment is eligible for free or reduced-price meals and the charter schoolsite gives a preference in admissions to pupils who are currently enrolled in that public elementary school and to pupils who reside in the elementary school attendance area where the charter schoolsite is located.

The Charter School shall require students who wish to attend the Charter School to complete an application form. The application form will consist only of a student's contact information, art discipline, and an indication of any relevant admission priorities.

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

Only after admission will students be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records<sup>1</sup>

Students are currently entered into OSA's enrollment lottery based on an audition (described below). The audition is designed to identify students with demonstrated interest, aptitude and potential in one of ten art forms. The audition only evaluates artistic skill and potential. Academic grades or aptitude are not a factor. Grades do not have any impact on the success an auditioning student. Transcripts are requested only *after* a student accepts an offer of admission.

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<sup>1</sup> The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

OSA is organized into pathways and sub-pathways as follows:

**Digital, Visual, and Media Arts Pathway (DVM)**

Sub-pathways: Digital Media, Fashion Design, Literary Arts, Production Design, Visual Art

**Performing Arts Pathway (PA)**

Sub-pathways: Dance, Instrumental Music\*, Theatre\*\*, Vocal Music

\* = *Audio Production and Engineering is part of our Instrumental Music sub-pathway and has its own audition and is only offered as a high school program.*

\*\* = *Students auditioning into the Theatre sub-pathway for high school must audition into a major (Acting, Musical Theatre, or Playwriting and Play Development). A student can audition for multiple majors and placed into only one if accepted to the Theatre sub-pathway.*

**ELEMENT 9: FINANCIAL AND PROGRAMMATIC AUDIT**

*No DRL. Please provide a reasonably comprehensive description of “[t]he manner in which annual, independent financial audits shall be conducted” pursuant to Education Code section 47605(b)(5)(I).*

The Finance Committee of the OSA Board of Directors will oversee the selection of an independent auditor and the completion of an annual audit of the school’s financial affairs. The audit shall be conducted in compliance with applicable state and federal laws. The audit will verify the accuracy of the school’s financial statements, attendance and accounting practices, and review the school’s internal controls. The school will provide OUSD with a memorandum of understanding in regards to persons responsible for financial management of the school. The audit will be conducted in accordance with generally accepted accounting procedures and principles appropriate to a school setting. It is anticipated that the audit will be completed within six months of the close of the fiscal year and a copy of the auditor’s findings will be forwarded to OUSD by the given deadline, following the end of the fiscal year. The school’s Finance Committee will review any audit exceptions or deficiencies and report to the full Board of Directors the recommendations on how to solve the problems that were uncovered. The plan will be forwarded to OUSD. Any issues or disputes that arise will be addressed as defined in Element 14 of the OSA charter.

In addition to the financial audit, OSA will compile and provide to OUSD an annual performance audit. This audit will include data that OSA is:

- Meeting pupil outcomes as specified in the charter (see Element 2)
- Fiscally solvent
- Organizationally and administratively sound
- Following all legal provisions
- Meeting all terms of the charter

OSA and OUSD will jointly agree on the content, format, process, timeline and evaluation criteria for the annual performance audit.

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

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

## **ELEMENT 10: PROCEDURES BY WHICH PUPILS CAN BE SUSPENDED OR EXPELLED**

### **1. Student Due Process Protections**

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

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

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, the [CHARTER SCHOOL] shall provide both of the following:*

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

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

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

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

## **2. Required Notifications**

### **REQUIRED NOTIFICATIONS**

*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).”*

## **3. Compliance with OCS Student Discipline Guidelines**

*DRL: “[CHARTER SCHOOL] shall comply with the District’s “Disciplinary and Expulsion Documentation Policy,” which can be accessed at <https://www.ousdcharters.net/expulsions.html>, and whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.”*

The disciplinary guidelines for OSA are rooted in the belief that a safe, orderly campus is best accomplished by fostering a respectful learning environment that maximizes academic achievement and artistic inspiration.

OSA has developed a clear, effective model of discipline practices and meaningful policies and procedures to deal with student behavior. Students will be provided full due process and afforded all their rights under the applicable legal structures. Policies and procedures will be published, printed and distributed to ensure students and families are provided with all necessary information. These policies will be part of the OSA Student Handbook, which is distributed at the start of the school year and is posted on the OSA website. The printed information will deal with the expectations for students and families as they pertain to attendance, punctuality, mutual respect, authority, substance abuse, violence, criminal activity, safety and work habits. This information will also be distributed and discussed during orientation meetings, where new students and families interface formally with OSA for the first time.

### ***Restorative Practices at OSA***

Restorative Practices, when broadly and consistently implemented, will promote and strengthen positive school culture and enhance pro-social relationships within the school community. Restorative practices allow for a shift in practice that results in a culture which is inclusive, builds fair process into decision-making practices, and facilitates students learning to address the impact of their actions through an approach that allows for true accountability, skill building, cooperation, and mutual understanding.

Some Restorative Practices used by teachers (this list is not all-inclusive):

- Conference with student
- Phone call home
- Parent conference
- Move a student's seat
- Meeting at lunch
- Staying after class
- After school detention
- Conference with dean/principal
- Confiscation of electronic device

Some common consequences used by the dean or assistant principal are (this list is not all-inclusive):

- After school detention
- Saturday school
- Parent conference
- Behavior Improvement Plan
- Student Contract
- Community Service Hours
- Restorative Circle

### ***Suspension or Expulsion Process***

Violations of the OSA behavior policy will be handled by the school administration, specifically the dean of students. When discipline is warranted that reaches the level of suspension or expulsion, OSA will develop written reports and statements that will be delivered to the family at a formal meeting, which shall also include the student. Students who have been removed from the educational environment for any reason shall be provided with academic work and will be given full credit for completed work. This exclusion will be at the discretion of the executive director of the School.

Should a situation occur that reaches the level of expulsion as defined in the student handbook, the executive director will prepare a report that will be presented to the OSA Board of Directors in a closed session at the first available board meeting. The OSA Board will make the final determination regarding the disposition of the student. Oakland Unified School District will be informed of the outcome of any such hearing.

Prior to suspension and/or expulsion, the student and the student's family will be provided with full due process. This means having the opportunity to communicate any information regarding the incident to the school authorities undertaking the investigation, access to all materials and documents related to the case, and full knowledge of all procedures put into motion and the possible outcomes of those procedures. Due process shall also include written notice of the specific circumstances surrounding any disciplinary action and the opportunity to respond to any allegation. Prior to the formalization of any suspension or expulsion proceeding, the student and the student's family will have the right to meet with the executive director of the school and/or the director's designee. Student and parent will have the right to inspect all evidence related to the allegation. The burden of proof will be on the school to present evidence that demonstrates a



specific rule or provision has been violated. Notice shall be assumed implicit where the violation is of such egregious nature that it breaks state or federal law or recklessly endangers the safety of the school, the students or the OSA staff.

Discipline matters that involve students with IEPs or 504 plans shall conform to all applicable state and federal laws. Fair hearing practices and mediation processes, where appropriate, will be adhered to. Student Study Teams and IEP Teams may be involved in this process as well in order to determine how to best meet the needs of the student and family while still following applicable laws and regulations related to discipline violations. Any instance of suspension or expulsion will involve a child find process to determine if the contributing actions were the result of an unidentified disability.

### ***Expungement of Discipline Records Process***

Once a student has been expelled, a student's discipline record may be expunged if certain criteria are met:

- Three years have passed since the offense took place and student has not engaged in other expellable offenses.
- Offense did not involve violence or drugs (other than marijuana).
- Student can demonstrate personal responsibility and a pattern of positive behavior since the offense.

Upon meeting all these criteria, the Board may consider requests for expungement of discipline records and expungement of expulsion from the student's discipline records. All such requests are considered on an individual basis, upon parent or legal-aged student application for consideration.

*In the case of a special education student, or a student who receives 504 accommodations, OSA 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.*

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

## **ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS**

*No DRL. Please provide a reasonably comprehensive description of "[t]he manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System,*

*the Public Employees' Retirement System, or federal social security" pursuant to Education Code section 47605(b)(5)(K).*

OSA faculty and staff will participate in either the federal social security system or the California STRS system, depending upon status of credentials and licensure within the school. OSA offers a voluntary 403(b) plan.

## **ELEMENT 12: PUPIL ATTENDANCE ALTERNATIVES**

*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 District."*

## **ELEMENT 13: EMPLOYEE RIGHTS OF RETURN**

*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 and explicitly 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], if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings."*

All employees of OSA will be considered the exclusive employees of OSA and not of OUSD, unless otherwise mutually agreed in writing. Sick or vacation leave at OUSD or any other school district are not transferred to OSA. Years of applicable service credit are recognized as outlined in the current OSA Salary Schedule. Employment by OSA provides no rights of employment at any other entity, including any rights in the case of closure of OSA.

## **ELEMENT 14: DISPUTE RESOLUTION**

### **1. Procedures for Complaints against Charter School**

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

*The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to*

*respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral 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] shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the [CHARTER SCHOOL] under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.”*

*DRL: “ [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.”*

## **2. Complaints by Students and Employees**

*DRL: “ [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.”*

## **3. Disputes between the District and the Charter School**

*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, except any controversy or claim that in any way related to revocation of the 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, certified mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by facsimile, upon electronic confirmation of receipt; (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 Director, Office of Charter Schools:  
1000 Broadway, 3rd Floor, Suite 398  
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, certified mail, or electronic 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 calendar 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.”*

***Intent***

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school’s policies, (2) to minimize the oversight burden on OUSD, (3) to ensure a fair and timely resolution to disputes and (4) to frame a charter oversight and renewal process and timeline in order to reach mutual agreement between the entities regarding these matters.

***Public Comments***

OSA and OUSD will attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Parties shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

***Disputes Arising From Within the School***

Disputes arising from within the school, including all disputes within and among students, staff, parents, volunteers, advisors, partner organizations and governing board members of the school shall be resolved by policies and processes developed by the school. These processes will be made public through the school’s normal communication processes and will begin with complaints being put into writing to the Executive Director. If the complaint is about the Executive Director then the complaint will go in writing to the Director of Operations. All complaints must be signed and dated.

OUSD will not intervene in internal disputes without the consent of the governing board of the school and shall refer any complaints or reports regarding such disputes to the governing board or Executive Director for resolution. OUSD agrees not to become involved in disputes unless evidence has been presented that some violation of this charter or related laws or agreements exists, or unless the governing board requests that OUSD intervene.

***Oversight, Reporting, Revocation and Renewal***

OUSD may visit the school premises at any time and will be provided access to all records, physical spaces and other facets of OSA. OUSD may choose, without approval from OSA, to contract out inspection services to a third-party organization.

If the OUSD school board believes it has cause to revoke the OSA charter, they will notify the OSA board in writing. The specific reasons for the possible revocation will be noted and OSA will be granted reasonable time to respond and take corrective action. “Reasonable time” may be mutually agreed upon by OUSD and OSA.

OUSD agrees to receive and review the annual fiscal and programmatic audits as outlined in Element I of this charter. Within two months of the receipt of this annual review, OUSD may notify the governing board of OSA as to whether or not it considers the school to be making progress toward the specified goals. This annual notification may include the specific reasons for the charter-granting agency’s conclusions.

### *Public Records*

*OSA 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 OSA to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at OSA and of the District. OSA 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 OSA does not have that OSA needs in order to meet its obligations, the District shall provide the same to OSA in a reasonably timely manner upon request.*

### *Reporting and Accountability*

*If OSA does not test with the District, OSA 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.*

### *Public Complaint Procedures*

*OSA will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. OSA 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.*

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

*OSA 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.*

*OSA 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.*

### *External Reporting*

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

*District fee for Oversight*

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

**ELEMENT 15: CLOSURE PROCEDURES**

**DRL: "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, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of [CHARTER SCHOOL] votes to close [CHARTER SCHOOL]; or the Charter lapses or is surrendered.*

**CLOSURE PROCEDURES**

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

**A) 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.*

**B) 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.*

### C) 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 SCHOOL]'s 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.*

#### *D) 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, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.*

*[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.*

#### *E) Disposition of Liabilities and Assets*

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

- 1. [CHARTER SCHOOL], at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to [CHARTER SCHOOL] by or on behalf of the District. The District discloses that the California*

*Education Code sets forth the requirements for the disposition of the District's personal property and [CHARTER SCHOOL] shall bear responsibility and liability for any disposition in violation of statutory requirements.*

- 2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.*
- 3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.*
- 4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.*

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

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

*[CHARTER SCHOOL]'s governing board shall adopt a plan for wind-up of [CHARTER SCHOOL] and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.*

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

*Prior to final close-out, [CHARTER SCHOOL] shall complete all actions required by applicable law, including but not limited to the following:*

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

*This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end [CHARTER SCHOOL]'s authorization to operate as a charter school or cause [CHARTER SCHOOL] to cease operation. [CHARTER SCHOOL] agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should [CHARTER SCHOOL] breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include,*

without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.”

## **ADDITIONAL REQUIREMENTS UNDER EDUCATION CODE SECTION 47605(G)**

### **A. FACILITIES**

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

#### **1. Use of District Facilities**

*DRL: “[CHARTER SCHOOL] and the District shall execute an agreement 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.*

*Unless otherwise stated in an existing, Board-approved 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.*

*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).*

*Co-Location: If [CHARTER SCHOOL] is co-locating or sharing the District facilities with another user, the [CHARTER SCHOOL] shall pay the applicable Pro Rata Share.*

*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.,*

#### **2. Non-District-Owned Facilities**

##### **A. Certificate of Occupancy**

*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.

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

#### **B. Facility Compliance**

Prior to occupancy or use of any school site or facility, [CHARTER SCHOOL] shall provide 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. 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.

#### **C. Other Requirements**

**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.*

## **B. ADMINISTRATIVE SERVICES**

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

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

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

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

*The District hereby reserves the right, pursuant to its oversight responsibility, to audit [CHARTER SCHOOL’s] books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. 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*

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

#### **D. FISCAL MATTERS**

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

##### **1. 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. [CHARTER SCHOOL] shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School’s obligations under the contract, including payment for services.*

##### **2. Offset for 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.*

##### **3. Exclusive Employer**

*[CHARTER SCHOOL] 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.”*

## **MISCELLANEOUS PROVISIONS**

*OSA 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.*

*The District may revoke the charter of OSA 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.*

*In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, OSA will follow the published schedule of reporting deadlines to the District, which apply each year of the term of this charter;*

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

- *OSA 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 OSA.*
- *The District is authorized to revoke this charter for, among other reasons, the failure of OSA 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 OSA’S books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:*

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

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

*In addition, if an allegation of waste, fraud or abuse related to OSA operations is received by the District, OSA 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 OSA by law or charter provisions.*

## **COMMUNICATIONS**

Official communications between OUSD and OSA will be directed to the following:

Attn: Staci A. Smith  
Executive Director  
Oakland School for the Arts  
530 18<sup>th</sup> Street  
Oakland, California 94612  
P: 510.873.8800  
F: 510.873-8817

Sonali Murarka, Director  
Office of Charter Schools Staff  
Oakland Unified School District  
1025 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Oakland, California 94612  
P: 510.879.8349  
F: 510.879.1844