

**Amendment #1 to the Agreement Between  
Oakland Unified School District and  
North Oakland Community Charter School**

This Amendment amends the Agreement (“Agreement”) between the Oakland Unified School District (“OUSD”) and North Oakland Community Charter School (“NOCCS, together with OUSD, “PARTIES”) entered into on January 8, 2020 (OUSD Enactment No.: 20-0080). The PARTIES agree to amend that Agreement as follows:

**1. Section VII (Academic Outcomes) of the Agreement is modified as follows:**

**Academic Outcomes.** NOCCS shall meet the conditions set forth in this section and in Exhibit A. For purpose of this section and Exhibit A: “Year 1” shall be defined as the first year in which the California Assessment of Student Performance and Progress (“CAASPP”) is administered annually during the 2020-21, 2021-22, and 2022-23 school years, if CAASPP is administered annually at least once during the 2020-21, 2021-22, and 2022-23 school years; “Year 2” shall be defined as the second year in which CAASPP is administered annually during the 2020-21, 2021-22, and 2022-23 school years, if CAASPP is administered annually in at least two of three years during the 2020-21, 2021-22, and 2022-23 school years.

- A. Meet the thresholds set forth in Exhibit A for two (2) of the three (3) domains (i.e. ELA, Math, Key Student Groups) in Year 1 and Year 2 ~~2019-20 and 2020-21~~, ~~including and in~~ the Key Student Group domain in at least Year 1 or Year 2 ~~one (1) of the two (2) years~~; or
- B. Meet the thresholds set forth in Exhibit A for all three (3) domains (i.e. ELA, Math, Key Student Groups) in Year 1 or Year 2 ~~2020-21~~.

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section shall constitute a failure by NOCCS to meet or pursue the pupil outcomes identified in its charter. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

2. Exhibit A of the Agreement is modified as follows:

Domains	Measurement Tools and Targets
<p><b>ELA:</b> To meet the ELA domain threshold for a given year, NOCCS must meet at least one of the three specified ELA targets</p>	<p>ELA CORE Growth for grades 3-5 shall be at the 50<sup>th</sup> percentile or higher</p>
	<p>California School Dashboard – ELA Indicator shall be at Yellow or higher</p>
	<p>ELA SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of ELA SBAC <b><u>relative to the change over the same time period in the average ELA proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of ELA SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></b></p>
<p><b>Math:</b> To meet the Math domain threshold for a given year, NOCCS must meet at least one of the three specified Math targets</p>	<p>Math CORE growth for grades 3-5 shall be at the 50<sup>th</sup> percentile or higher</p>
	<p>California School Dashboard – Math Indicator shall be at Yellow or higher</p>
	<p>Math SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of Math SBAC <b><u>relative to the change over the same time period in the average Math proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of Math SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></b></p>
<p><b>Key Student Groups:</b> To meet the key student group domain threshold for a given year, NOCCS must meet the specified target.</p>	<p>The non-weighted average of ELA and Math proficiency rates for at least half of the below listed student groups, where there are ELA scores for at least eleven (11) students in grades 3-5 and where there are math scores for at least eleven (11) students in grades 3-5, shall be at or above the non-weighted average of ELA and Math proficiency rates for students in grades 3-5 in non-charter OUSD-run schools in each of the below student groups: Black/African American; Hispanic/Latino; Socioeconomically Disadvantaged; English Learners; and Students with Disability. (For illustrative purposes, this measure tool means that the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at NOCCS would be compared with the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at non-charter OUSD-run-schools.)</p>

3. **Remaining Provisions:** All other provisions of the Agreement, and of prior amendment(s) if any, remain unchanged and in full force and effect as originally stated.
4. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
5. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each Party has been given the proper authority and empowered to enter into this Amendment.
6. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been formally approved by OUSD's Governing Board.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Amendment and to be bound by its terms and conditions:

Oakland Unified School District

North Oakland Community Charter School

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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