

# **CONNECTING WATERS CHARTER SCHOOL**

**PRESENTED FOR RENEWAL TO**

**THE GOVERNING BOARD OF THE WATERFORD  
UNIFIED SCHOOL DISTRICT**

**On October 14, 2010**

Prepared in compliance with the terms, conditions, and requirements of  
**EC 47605 and related statutes and as amended - The Charter School Act**

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# CONNECTING WATERS CHARTER SCHOOL

## I. Educational Program Description

This charter school shall be known as Connecting Waters Charter School (hereafter "CWCS").

CWCS will be open to all students in grades K-12. CWCS will be nonsectarian in its programs, admission policies, employment practices, and all other operations. CWCS will specifically target students seeking a non-traditional educational setting. CWCS shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, gender, religion, national origin, ability, disability, or place of residence.

Students who attend CWCS will be educated through individually designed curricula, which may include, but are not limited to, home-based learning programs, cooperative school programs and classes, apprenticeships, on-the-job training, community-based educational programs, group seminars, distance learning via current technology, and supplemental learning projects. All student curricula will be subject to approval by Innovative Education Management, Inc. (hereafter "IEM").

Parents or guardians who enroll their children in CWCS shall, through specific enrollment and curriculum contracts, accept responsibility for their children's education. CWCS will support its students and parents or guardians with appropriate educational materials, and with a team of Education Specialists (credentialed teachers) and advisors. CWCS Education Specialists and advisors shall advise and assist parents and students in all aspects of student education pursuant to relevant contracts.

Each minor student and at least one parent or guardian, and each adult student, with the assistance of CWCS Education Specialists and advisors, shall design, consistent with CWCS student standards and policies, appropriate curricula based upon the student's educational needs and objectives, and shall sign one or more contract(s) with CWCS that clearly describes the student's individual educational goals and curriculum for each school year the student is enrolled with CWCS. All curricula shall describe the student's course(s) of study, the chosen method(s) of ascertaining competence in designated course(s) of study, and if applicable, the credit(s) the student will receive upon successfully demonstrating competence and completing the course of study.

For purposes of this charter, "parent(s)" includes guardian(s). Any parent(s) or legally responsible entity may designate an alternate party to act in place of the parent(s). CWCS adult students do not require parental participation in educational or admission contracts, or performance evaluations.

CWCS identifies an educated person in the twenty-first century to mean a person who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind, has an understanding of United States political processes, has an ability to solve mathematical problems and to think scientifically, and

has the values necessary to enhance the world in which he or she lives. This person is one who has realized his or her own unique educational interests, talents, or abilities, whether it is in the arts, sciences, or other areas. It is the goal of this charter school to help students become educated individuals who are intrinsically motivated to learn, and who have diverse yet well-developed interests.

CWCS parents, students, and certificated Education Specialists believe that the best learning occurs when:

- Each curriculum is tailored to an individual student's learning style.
- One-to-one teaching is used as appropriate.
- Real life context-based learning is emphasized.
- There is supplemental enrichment through classroom instruction, independent learning, group educational activities, apprenticeships, and appropriate uses of technology, etc.
- Schooling is viewed as one aspect of an education.
- The entire community serves as the school campus.
- Interesting, worthwhile learning opportunities are provided that will stimulate the interests of each student.

Objectives of CWCS include, but shall not be limited to the following:

- Students will perform and achieve better than their previous year's state assessment scores when available.
- Students will be intrinsically self-motivated, competent, life-long learners.
- Students will achieve competency in basic academic skills.
- Curricula and materials shall adhere to the California State Frameworks and Content Standards in accordance with the California Public Schools Accountability Act.
- Students will demonstrate proficiency in STAR-specific assessments.

Opportunities will be provided for students to explore their potential in the performing and living arts and in the appropriate use of technology. Students will recognize and use their strongest skills and abilities and improve in areas where they are weak. CWCS will operate on the understanding that all students have different learning styles, abilities and background experiences. As important as "what" students learn is "how" they learn. The former may be viewed as the end goal of education while the latter is

the road leading to it. CWCS will support learning and assessment modalities based on current research that identifies best practices regarding how students learn.

CWCS high school students will receive information on the transferability of courses to other public high schools and eligibility for college entrance through individual meetings with his/her assigned Education Specialist and the guidance counselor. CWCS Education Specialists will receive annual training in these requirements.

#### Plan for Students who are Academically Low Achieving

To directly support low achieving students, CWCS believes that the Education Specialist, parent, and student must collaborate to design the optimal individual learning plan. All students will be assessed upon admission to CWCS. Education Specialists are trained to use the various resources available on the CWCS curriculum website, as well as other internet resources to help with developing individual learning plans. With the co-creation (Education Specialist, parent, student) of the student's individual learning plan, which includes the initial assessment and the student's learning style and interests; the success rate for the low achiever will be greatly enhanced. CWCS believes that both the confidence and the motivation to learn begins by meeting the student at the current level of academic proficiency and then adjusting the pace and rigor of learning to challenge and engage her or his full potential. Students will be reassessed monthly by the Education Specialists to document progress or to make necessary changes to the student's education plan.

#### Plan for Students who are Academically High Achieving

The individual learning plan of high achieving students will be adapted for their individual needs and allow for them to be accelerated and/or be more highly challenged in their studies. CWCS will offer a-g courses that will allow its students to have access to California's UC and CSU systems. CWCS' Guidance Department will offer opportunities for all of our students to apply for a number of different scholarships for which they qualify.

#### Plan for English Learners

All EL students will be CELDT tested upon enrollment according to the legal guidelines. CWCS believes that all EL students who are not proficient in the English language need every opportunity to be able to become proficient. CWCS will train its Education Specialists to test these students to find out their areas of weakness so the Education Specialists can choose the appropriate curriculum to help EL students in their educational process. CWCS will test the students annually until they are proficient in English.

## **II. Measurable Pupil Outcomes or Expected Schoolwide Learning Results (ESLRs)**

The measurable pupil outcomes or Expected Schoolwide Learning Results (ESLRs), for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program aligned with California State Frameworks and Content Standards. Students will demonstrate competency in seven (7) growth area goals. The extent to which students achieve these goals is determined by mastery of the student standards and by demonstrated proficiency on STAR-specific assessments and passing courses in the growth areas:

### **CWCS will prepare its graduates to be:**

**1. Effective Communicators (Reading/Writing).** "Student will read and write effectively." Student:

- reads actively and derives meaning from written media.
- reads extensively for a variety of purposes.
- writes using grammatically acceptable English.
- adjusts tone and style of writing for purpose and audience.
- supports statements using well-rounded facts, theory, and opinion.
- separates fact from opinion.
- logically reaches conclusions based on sufficient evidence.
- clearly and succinctly states key points.
- organizes ideas in a variety of ways.
- demonstrates creativity through style, organization, and development of content.

**2. Technologically and Socially Skilled Individuals (Life Skills).** "Student sufficiently understands and functions in the world around him/her." Student:

- demonstrates involvement in his/her community.
- has knowledge of the reciprocal relationship between the individual and his/her environment.
- demonstrates various skills in seeking employment and/or college admission.
- understands and demonstrates his/her role as an employee, consumer, and financial manager.
- identifies and documents the effects of technology on his/her environment.
- participates in physical activities that develop strength, endurance, and personal fitness.

**3. Historically Aware (History).** “Student appreciates the history of mankind in all its diversity.” Student shows his/her appreciation for history by identifying relationships between past and present events or situations:

- involving cause and effect: people, events, or situations influencing an action or result.
- involving comparison: similarities and differences.
- involving classification: events and situations explained as political, economic, social, and/or intellectual.
- involving anticipation of the future using evidence from the past and the present to draw conclusion about the future.
- involving understanding of the extent of time.
- student applies physical and cultural geography to his/her understanding of societies.

**4. Effective Citizens (Political Process).** “Student comprehends the political process.” Student:

- understands the structures, operations, and relationships of the governments in the United States.

**5. Mathematical Thinkers (Math).** “Student applies mathematical principles and operations to solve problems.” Student demonstrates knowledge of basic skills, conceptual understanding, and problem solving:

- with numbers and operations.
- in geometry and measurement.
- in functions and algebra.
- in statistics and probability.
- student solves problems with problem formulation, problem implementation, and/or problem conclusion.
- student communicates own knowledge of basic skills, understanding of concepts, and ability to solve problems and understand the mathematical communication of others.

**6. Scientific Thinkers (Science).** “Student applies scientific concepts and skills to explain his/her world and find solutions to its problems.” Student:

- observes, compares, orders, and categorizes characteristics and behaviors.
- communicate ideas.
- relates factors of differing objects and events, and infers about unknown or unseen processes.
- applies knowledge and thought processes to explain his/her world and solve problems.

- demonstrates recognition of the interrelationships among the scientific themes (energy, interactions, patterns, change).
- demonstrates recognition of the four spheres (litho-, hydro-, atmo-, eco-).
- recognizes the effects of the sciences, technologies, and societies on one another and on the environment.

**7. Lifelong Learners (Special Interests).** “Student realizes his/her own unique educational interests, talents, and abilities.” Student:

- has experience or knowledge in a variety of the arts, trades, professions, languages and other disciplines.

### **III. Methods of Measuring Student Progress**

All students will achieve the student standards by graduation, but not all students will progress at the same rate. Certificated Education Specialists shall consider each student’s individual abilities, interests, and talents in utilizing the following measurements.

CWCS shall administer the mandated state assessments and shall also meet any required state performance standards developed. Every year CWCS shall receive an evaluation via the State of California’s Academic Performance Index (API) based on mandated state assessments to determine if students are achieving academic levels which are at least equivalent to or exceeding those achieved by students in similar type schools across the state.

Additionally, student progress will be assessed through the current state mandated assessment tools and a variety of the following:

- Monthly review of work
- Annual portfolios
- Parent, student, and Education Specialist observation
- Norm and criterion referenced tests
- Student demonstrations
- Student grades
- Student work samples
- Student self-evaluation

#### **IV. The Governance Structure of CWCS**

CWCS shall be governed by the Parent Council, which will consist of 22 parents of CWCS students. Except as otherwise provided herein, the members of the Parent Council shall be elected by a majority vote cast by the parents of CWCS students, and the term of office for each member shall be two years. Elections shall be held during May of each year. Each election shall be by written ballot. Each family having one or more student(s) enrolled in CWCS on the date of the elections shall be entitled to one vote per enrolled student. No more than one parent from any family may serve as a Parent Council member at any time. A quorum of the Parent Council necessary for the transaction of business shall be a majority of the elected members. All business of the Parent Council shall be by the majority of the members attending a Parent Council meeting. The school Executive Director shall preside, but not vote, at all Parent Council meetings.

All meetings of the Parent Council shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), shall take place at least quarterly, and shall be held at a location within the sponsoring district. CWCS practices and policies will ensure parental involvement. Each parent has the right of approval for all instructional materials and opportunities provided to his/her student. CWCS shall, on a regular basis, consult with parents and Education Specialists of enrolled students regarding CWCS' educational programs.

The day-to-day governance and management of CWCS will be provided by Innovative Education Management (IEM), a 501(c)(3) nonprofit public benefit corporation (501(c)(3)) or such other appropriate non-profit public benefit corporation as the Parent Council may select. IEM and the Executive Director will oversee CWCS' operations and will provide the various professionals needed to manage and administer the school. IEM and the Executive Director will act as liaison with the sponsoring district.

As outlined in Education Code section 47604(c): the authority that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school. The district will not be liable for any actions taken by IEM or CWCS. IEM shall maintain a comprehensive range of insurance coverage, commensurate with that of other public schools and/or nonprofit organizations of similar type and size, to protect both itself and the sponsoring district. IEM will act as its own fiscal agent to the fullest extent of the law. In fulfilling its obligations relating hereto, IEM shall comply with the provisions of Charter School Legislation and the State Department of Education directives regarding charter schools.

## **V. Qualifications to be Met by Individuals to be Employed by CWCS**

All CWCS students are assigned to an Education Specialist who shall hold a NCLB Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. CWCS and/or IEM may hire additional certificated and non-certificated personnel to assist in providing supplementary instruction, management and support services. All staff of CWCS will have the necessary qualifications, skills, experience and credentials to fulfill their job description. These documents and job descriptions shall be maintained on file at CWCS and/or at IEM corporate headquarters and shall be subject to periodic inspection upon request by the chartering authority.

## **VI. Health and Safety**

CWCS shall comply with all of the requirements of Education Code section 44237 to ensure the safety of employees and students. CWCS will comply with all applicable laws, including the Family Education Rights and Privacy Act, concerning immunization, health and safety, first aid, child abuse reporting and related issues for both employees and students. All employees of CWCS will furnish criminal record summaries in accordance with Education Code section 44237.

## **VII. Racial and Ethnic Balance**

The means by which CWCS will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition was submitted will consist of public announcements of the school's program that will neither encourage nor discourage any particular racial or ethnic group from gravitating to CWCS. CWCS will maintain information concerning the ethnicity of all CWCS students, and if the balance is not reflective of that of the sponsoring district, a committee of school parents, teachers, CWCS staff and the District Community Liaison will meet to discuss the imbalance and explore available options, which may include additional outreach initiatives, to remedy the situation.

## **VIII. Admission Requirements**

Students will be considered for admission without regard to ethnicity, national origin, gender, and disability or achievement level. Admission will not be determined according to the place of residence of the student or parent. Prior to admission, all parents must sign annual parent/student contracts regarding CWCS outcomes, philosophy, program, and any other applicable requirements including special education services offered by CWCS. All students' continued enrollment shall depend upon them fulfilling the terms of the annual parent/student contract.

Charter schools are schools of choice. All students in the Waterford Unified School District, neighboring districts and K-12 students residing in counties contiguous with and including Stanislaus County are eligible to attend Connecting Waters Charter School. If more students apply than can be admitted, the following admission processes will be followed:

- In the event that the number of students who wish to attend the school exceed the school's capacity, a lottery system will be used to determine those selected to attend. Admission preference will be given first to siblings of current students and to those students residing within Waterford Unified School District boundaries and then to students who live in other communities and counties.
- Connecting Waters Charter School will be open to all students, including those with special education needs. CWCS will support the administration of special education services at the school site and participate in the "search/child find" efforts of the SELPA. The staff of CWCS will be instructed regarding purposed Special Education "search/child find" efforts and referral procedures.

CWCS shall comply with all laws establishing minimum age for public school attendance. For a maximum age limit, the school shall allow only pupils over 19 years of age to attend if they are continuously enrolled in public school and make satisfactory progress towards a high school diploma.

## **IX. Audit of Financial Operations**

IEM will cause an annual financial audit of CWCS to be conducted by an independent auditor, employing generally accepted accounting principles and experienced in State charter school law. Audits will be conducted according to standards applicable to governmental agencies and the State's audit guide standards applicable to charter schools. Audit reports will be completed and available for review by the school members and the public and submitted to the District Board of Trustees (hereafter "Board of Trustees") following the protocol established by the district for such audits. All audit exceptions and deficiencies will be resolved as determined by state law and this charter. Procedures and/or processes that caused the exceptions and/or deficiencies will be modified by CWCS to meet the auditor's specifications and such modifications will be sent to the Board of Trustees within three (3) months of the auditor's report.

As outlined in Education Code section 47604.3, CWCS shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority or from the Superintendent of Public Instruction and shall consult with the chartering authority or the Superintendent of Public Instruction regarding any inquiries.

## **X. Suspension, Dismissal, and Expulsion**

A student may be suspended, dismissed, or expelled from CWCS after a disciplinary or evaluation hearing where the student is afforded due process and the right to be heard, for noncompliance with the terms of the parent-student contract or any material violation of any of the conditions, standards or procedures set forth in the school charter, the parent/student handbook, or the school's policies and procedures. Students who fail to demonstrate adequate and appropriate progress toward the student standards, as determined by the professional judgment of the certificated Education Specialist assigned to that student, will be subject to disciplinary or evaluation hearings. Expulsions, dismissals, or suspensions will be based on information provided to the school's administration by the Education Specialist according to school policy and procedures. The school's administration will make all decisions concerning suspension, dismissal, expulsion, or reinstatement of suspended, dismissed, or expelled students after one or more duly noticed hearing(s) where the student shall be given an opportunity to participate and present facts relevant to the issues set forth in the hearing notice.

Prior to any disciplinary or evaluation hearings, the school administration shall notify the adult student or student and his/her parents, in writing, of any incident(s) or fact(s) justifying discipline or dismissal and shall give the student a reasonable opportunity to cure the violation, unless the school administration determines that the violation constitutes a severe and imminent threat to the health or safety of others in the school.

A parent or adult student may contest student expulsion or dismissal by filing a written appeal with the Executive Director. A committee composed of four (4) members of the Parent Council and the Executive Director shall hear and decide all appeals. All disciplinary and evaluation hearings will be conducted in compliance with constitutional due process.

The school administration shall notify the student's district of residence in the event a student is expelled or dismissed.

## **XI. STRS, PERS, and Social Security Participation**

All employees leaving the district to work at CWCS shall enjoy the same employee benefits as all other employees of CWCS with similar job classifications. Employees of CWCS shall participate in STRS, PERS, or Social Security depending upon eligibility with the corresponding agency.

## **XII. Public School Alternatives**

Attendance at CWCS is entirely voluntary on the part of the students who enroll. Attendance at district of residence public schools shall be an option for all students who do not choose to attend CWCS.

### **XIII. Rights of Employees Leaving the District**

Persons employed by CWCS shall not be deemed to be employees of the sponsoring district for any purpose whatsoever. Notwithstanding, District employees who transfer to CWCS but later return to District service shall have the right to 1.) retain their seniority date with the District, 2.) continue accruing security with the District while serving with CWCS, and 3.) transfer back to District non-charter schools for the following year, if they notify the District's Personnel Services Department of their transfer request no later than March 15. Seniority date(s) and accrued security shall not apply to CWCS employment in any manner whatsoever.

### **XIV. Procedures For Resolving Disputes Relating To Provisions Of The Charter**

Any dispute between CWCS, IEM and/or the sponsoring district (collectively "the Parties") shall be resolved in accordance with the following procedure. The term dispute means any alleged violation, misinterpretation, or misapplication of a specific provision of this Charter or the MOU between the parties, which does not constitute a severe and imminent threat to the health and safety of pupils. The parties will first attempt to resolve disputes between CWCS, IEM or the District by discussion and agreement between the District Superintendent or designee, a representative of the CWCS Parent Council, and a representative of IEM within thirty (30) days of any party identifying any such dispute in a written notice sent to all other parties. If the parties are unable to reach agreement, the dispute shall be referred to non-binding mediation before a single neutral mediator. A request for mediation shall be in writing and must be served on all other non-requesting parties no later than fourteen (14) calendar days from the date the parties last met to discuss the dispute but were unsuccessful in reaching an agreement. A request for mediation shall succinctly state the nature of the dispute and the relevant provisions of the Charter and/or MOU. The mediator shall be selected by mutual agreement. The mediation shall commence within thirty (30) calendar days from the date of receipt of the request for mediation, unless extended by mutual agreement for the convenience of the parties and/or mediator. The costs of mediation shall be born equally by all of the parties. No party shall commence any litigation or other administrative action in connection with any dispute relating to this Charter or any MOU between the parties without first exhausting this dispute resolution procedure.

### **XV. Labor Relations/Employment**

All employees of CWCS shall be employees of the charter school and not employees of any District or the SBE for the purposes of AB 631.

## **XVI. Exclusive Public Employer**

CWCS shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Education Employment Relations Act Section 3540.1 of the Government Code.

## **XVII. Amendments**

This Charter may be amended by a written agreement between IEM, CWCS Executive Director, and the Board of Trustees.

## **XVIII. Term of the Charter**

The term of this Charter shall be five years and may be renewed for subsequent five-year terms by the Board of Trustees. The Board of Trustees must act to renew or not renew this Charter no later than six (6) months prior to the date this Charter expires. The renewed term of this Charter shall commence on July 1 following the Board of Trustees' decision to renew the Charter. If it is not renewed as provided herein, the Charter shall expire on June 30 after the end of the ninth academic year of CWCS' existence or its renewed term, as applicable.

## **XIX. Revoking the Charter**

The Board of Trustees may revoke the Charter if it finds that CWCS did any of the following:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter or MOU.
2. Failed to meet or pursue any of the pupil outcomes identified in the Charter.
3. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
4. Violated any provision of law.

## **XX. School Closure Protocol.**

In the event CWCS closes, CWCS shall document and effect its closure by official action which shall identify the reason for the closure. CWCS shall promptly notify the District and CWCS students and parent of the official action and the effective date of the school closure. CWCS shall provide information to assist parent and students in locating suitable alternative educational programs.

As applicable and consistent with statute, CWCS will provide parent, students, and/or the District or subsequently selected school(s) with all appropriate student records and will otherwise assist students in transferring to their next school(s). All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C.§1232g.

As soon as reasonably practicable, IEM shall prepare final CWCS financial records and shall commission an independent audit by a qualified Certified Public Accountant paid for by CWCS to determine the disposition of all assets and liabilities of CWCS. The results of the audit shall be forwarded to the District upon completion.

Upon the school's closure, all assets of CWCS, including but not limited to all leaseholds, personal property, intellectual property and all accrued ADA apportionments and other revenue generated by students attending CWCS shall remain the sole property of CWCS subject to all audited and verifiable claims documented in the final audit as provided herein. In the event that CWCS is dissolved, all such property shall be distributed as IEM shall determine in accordance with state statutes governing nonprofit public benefit entities.

#### **XXI. Charter Impact on the Charter Authorizer**

Because of IEM's extensive charter school experience, this charter's impact upon the charter authorizer shall be minimal. IEM shall provide or cause to be provided to District and other applicable agencies all reports and oversight documents in the type and format requested.

#### **XXII. Additional Considerations**

Details of any business or administrative services, special education services, costs and funding between the district and CWCS and /or IEM shall be detailed in the MOU.

In the event of changes to state law or regulations applicable to charter schools enacted subsequent to granting this Charter, which are inconsistent with the terms of this Charter, the parties agree to amend this Charter and any applicable MOU provisions to accord with any such changes.

CWCS shall serve the needs of disabled pupils by complying with applicable state and federal laws and regulations prohibiting discrimination against, and requiring a free appropriate public education be provided to, children with disabilities.

In the event CWCS, at its election, presents verifiable written assurances during the term of this Charter that CWCS will participate as an LEA in a special education local plan approved by the State Board of Education, the parties agree to amend this Charter and any applicable MOU provisions to enable CWCS to do so.