



Contra Costa School of Performing Arts

Board Meeting

Date and Time

Tuesday January 21, 2025 at 5:30 PM PST

Location

2730 Mitchell Drive
Walnut Creek, CA 94598

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Tuesday, January 21, 2025 at 5:30 PM PDT

Location:

Google Meet Link: CCSPA/ChartHouse Board of Directors Meeting

Video call link: <https://meet.google.com/nkf-yvbi-bxv>

4229 20th street
San Francisco, CA 94114

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two

minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

All Board agendas and minutes will be published at cocospa.org. Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director’s Office at (925) 235-1130.

Agenda

	Purpose	Presenter	Time
I.	Opening Items		5:30 PM
A.	Call the Meeting to Order	Heather Vega	1 m
B.	Record Attendance	Callie Tirlia	1 m
C.	Establish a Quorum	Heather Vega	1 m
D.	Agenda Review and Adoption	Heather Vega	1 m
	The Board will review the agenda and adopt as presented or take action to change the order of items.		
II.	Public Comments		5:34 PM
	The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker’s card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.		
	Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> on the agenda. When translation services are utilized to support the participation		

	Purpose	Presenter	Time
<p>of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.</p>			
A.	Items on the Agenda	FYI	Heather Vega
	Public Comment regarding items on the agenda.		5 m
B.	Items Not on the Agenda	FYI	Heather Vega
	Public Comment regarding items not on the agenda.		5 m
III.	Consent Agenda		5:44 PM
<p>Items listed under the Consent Agenda are considered routine and will be approved by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of a member of the Board or Executive Director and acted upon separately.</p>			
A.	Consent Agenda Items	Vote	Heather Vega
	<ul style="list-style-type: none"> • Minutes for the December 3, 2024 Board meeting • 2024-2025 School Safety Plan • Dissolution of Enrollment Committee • Dissolution of Fundraising Committee 		5 m
IV.	Closed Session		5:49 PM
A.	Conference with Legal Counsel: Anticipated Litigation	Discuss	Catherine Foster
			30 m
B.	Public Employee Discipline/Dismissal Release	Vote	Catherine Foster
			5 m
V.	Reconvene to Open Session		6:24 PM
A.	Report out on Action Taken in Closed Session	Discuss	Heather Vega
			5 m

	Purpose	Presenter	Time
VI. Finance			6:29 PM
A. Financial Report	Vote	Debbie Howard, Catherine Foster	15 m
Review and vote on the December financial statement.			
VII. Other Business			6:44 PM
A. Notice of Violation	Discuss	Heather Vega, Catherine Foster	15 m
Board will consider options and plan to respond to the Notice of Violation.			
B. Options for Continued Operation	Vote	Catherine Foster, Heather Vega	15 m
The Board will consider continued operation beyond the 2024-25 school year.			
C. Executive Summary	Discuss	Catherine Foster	10 m
The Executive Director will provide an update on enrollment, attendance, academic progress, safety and culture as well as other matters and needs.			
VIII. Board Updates			7:24 PM
A. Comments from Board Members	FYI	Heather Vega	15 m
Board members give updates on activities that have been supporting the school.			
B. Future Agenda Items	Discuss	Heather Vega	5 m
Items for future meetings.			
IX. Closing Items			7:44 PM
A. Adjourn Meeting	Vote		

Coversheet

Consent Agenda Items

Section:

Item:

Purpose:

Submitted by:

Related Material:

III. Consent Agenda

A. Consent Agenda Items

Vote

2024_12_03_board_meeting_minutes.pdf

2024-2025_Comprehensive_School_Safety_Plan_CoCoSPA.pdf



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Tuesday December 3, 2024 at 5:30 PM

Location

2730 Mitchell Drive
Walnut Creek, CA 94598

Download options More

Share As: Draft Final Packet Ready

PUBLIC

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Tuesday, December 3, 2024 at 5:30 PM PDT

Location:

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Video call link: <https://meet.google.com/nkf-yvbi-bxv>

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Directors Present

G. Ponikvar, H. Vega, J. Bridge, L. McPhatter-Harris (remote), S. Kulak

Directors Absent

M. Hennessy

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

Guests Present

C. Tirlia, Seth Klempner

I. Opening Items**A. Call the Meeting to Order**

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Dec 3, 2024 at 5:37 PM.

B. Record Attendance**C. Establish a Quorum**

Quorum established at 5:37pm by Heather Vega.

D. Agenda Review and Adoption

Heather Vega is requesting for Closed Session to be moved to before Board Updates.

G. Ponikvar made a motion to approve the agenda as amended.

J. Bridge seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

L. McPhatter-Harris	Aye
G. Ponikvar	Aye
S. Kulak	Aye
M. Hennessy	Absent
J. Bridge	Aye
H. Vega	Aye

II. Public Comments

A. Items on the Agenda

No public comments about items on the agenda were made during this time.

B. Items Not on the Agenda

No public comments about items not on the agenda were made during this time.

III. Consent Agenda

A. Consent Agenda Items

J. Bridge made a motion to approve the minutes from Board Meeting on 11-19-24.

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Kulak	Aye
G. Ponikvar	Aye
L. McPhatter-Harris	Aye
J. Bridge	Aye
H. Vega	Aye
M. Hennessy	Absent

J. Bridge made a motion to approve the minutes from Finance Committee Meeting on 11-21-24.

H. Vega seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

H. Vega	Aye
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Roll Call

S. Kulak	Aye
G. Ponikvar	Aye
M. Hennessy	Absent
J. Bridge	Aye
L. McPhatter-Harris	Aye

IV. Finance

A. Financial Report

Debbie Howard presented the financial report for December.

J. Bridge made a motion to approve the first interim budget.

S. Kulak seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

L. McPhatter-Harris	Aye
G. Ponikvar	Aye
M. Hennessy	Absent
J. Bridge	Aye
H. Vega	Aye
S. Kulak	Aye

V. Other Business

A. Executive Summary

Catherine presented the Executive Summary to the board.

Catherine and the board discussed strategies to move forward with a Notice of Violation from the CCCBOE. The board discussed ways to help support outreach to families.

VI. Board Updates

A. Comments from Board Members

B. Future Agenda Items

Sierra began presenting what items and strategies are on her action list to benefit the school.

The board discussed ways to set up booths/tables future networking events.

VII. Reconvene to Open Session

A. Report out on Action Taken in Closed Session

The board reconvened to open session at 7:16pm.

No action was taken during closed session.

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:33 PM.

Respectfully Submitted,

H. Vega



**Contra Costa School of
Performing Arts**
www.cocospa.org • 925-235-1130
2730 Mitchell Drive, Walnut Creek, CA 94598

Comprehensive School Safety Plan 2024-2025 School Year

School: Contra Costa School of Performing Arts

CDS Code: 07100740134114

District: Contra Costa School of Performing Arts

Address: 2730 Mitchell Drive, Walnut Creek, CA 94598

Date of Adoption: January 10, 2025

Approved by:

Name	Title	Signature	Date
Catherine Foster	Executive Director	<i>Catherine Foster</i>	1/10/2025
Tiana Freiri	Assistant Principal	<i>Tiana Freiri</i>	1/10/2025
Lorran Garrison	School Psychologist	<i>L. Garrison</i>	1/10/2025
Gerard Flaherty	Climate & Culture Supervisor	<i>Gerard Flaherty</i>	1/10/25
Melissa Kirmsse	Office Manager	<i>Melissa Kirmsse</i>	1/10/25
Callie Tirlia	HR/Admin Assistant	<i>Callie Tirlia</i>	01/10/2025
Lisa Kingsbury	Director	<i>Lisa Kingsbury</i>	1/10/25
Karen Montgomery	Director	<i>Karen Montgomery</i>	1/10/25
Aj Aljishi	Receptionist	<i>Aj Aljishi</i>	1/10/25

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Contra Costa School of Performing Arts office.

Safety Plan Vision

On an annual basis, our School Site Safety Committee will evaluate and review the prior year's Safe School Plan. This process will involve meetings to determine areas of strength and concern. Our team will recommend refinements based on data and the experiences brought forward to the committee. Steps to modify the plan will take place based on discussion and consensus. The new plan will then be implemented and shared with the community through the process outlined in Section VI. It is the intent of Contra Costa School of Performing Arts to have the Safe School Plan be a document that will be a working and fluid plan that can be adjusted as the needs change on our campus.

Components of the Comprehensive School Safety Plan (EC 32281)

Contra Costa School of Performing Arts Safety Committee

- Catherine Foster, Executive Director
- Tiana Frieri, Assistant Principal
- Lorrان Garrison, School Psychologist
- Gerard Flaherty, Dean of Students
- Melissa Kirmsse, Office Manager
- Callie Tirlia, HR/Analyst/Registrar/Administrative Assistant
- Lisa Kingsbury, Director
- Karen Montgomery, Director
- Aj Aljishi, Receptionist

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

SPA has implemented multiple strategies that will allow students to feel safe while at school. SPA teachers engaged in an on-site PD session to learn strategies for dealing with conflict and behaviors on campus. Staff members and Administration utilize a tiered system that responds to incidents on levels one, two, and three. Staff have implemented Positive Behavior Interventions Supports (PBIS) throughout the school as can be seen with our shared schoolwide expectations of SHINE: Show Responsibility, Have Respect, Invest in Yourself, Notice Others, and Expect Excellence. Additionally, SPA runs an after school program to make sure students have a productive and safe space to learn Monday-Friday. Teachers individually offer office hours after school as needed.

In order to ensure the safety when students are out of class, staff members are monitoring campus by walking around inside and out at all times to ensure all students are headed where they need to go without incident and with a pass. The campus is supervised from 8:00 am until 4:00 pm to ensure that students feel safe arriving and leaving campus. Staff immediately reports any observable issues to administration. Additionally, the school now has 9 cameras placed throughout the school to provide an added layer of safety and security.

All visitors to campus are asked to wear a visitor badge/sticker while on campus as well as signing in and out of campus at the front desk. Anyone without a badge is stopped, questioned and asked to return to the front desk or leave campus immediately.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within scope of their employment whom they know or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

SPA will provide annual training on mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 1166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both imprisonment and fine.

All employees are required to receive mandated reporter training and must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

Emergency Signals - COCOSPA

FIRE: Signal to Exit Building: Fire Alarm Signal to Return to Building: Communication from Administration with bullhorns or intercom system to students and staff in exit areas after communication from Administration via walkie talkies signaling "All Clear"

HOLD - *used when a situation in the hallway or outside needs to be cleared.*

Intercom announcement and gchat communication, "This is a hold, this is a hold, please continue instruction but hold from changing classes until further instruction."

1. All outside activities remain outside.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. Classroom instructions proceeds however students do not leave the classroom.
5. The change of classes is on hold.

SHELTER IN PLACE- *Sheltering in place is in response to severe weather, and also a chemical, biological or radiological contamination that may have been released into the environment:*

Intercom announcement: "Teachers, please go into a shelter-in-place. Continue to keep doors locked, blinds closed, and have students work at their desks quietly."

1. All outside activities are suspended.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. School staff remain in their classrooms and office areas.
5. Classroom doors and windows are secured and there is no change of classes.
6. Teachers continue to provide classroom instructions.

EVACUATION: Intercom announcement: "Teachers, we have been instructed to evacuate our building. Please wait for the announcement to evacuate your room. Make sure to bring safety folders and walk your students in a single file line to the parking lot."

INTRUDER ALERT:

Walkie announcement: "An unidentified individual has entered the building from {location}. They are currently {location}. Please respond."

LOCKDOWN - *potentially dangerous situation outside:*

Intercom announcement and email communication: "This is a lockdown, this is a lockdown, please lockdown and wait for further instruction."

1. School staff conducting outside activities relocate to an alternate site off school grounds.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. School staff remain in their classrooms and office areas.
5. Classroom doors and windows are secured and there is no change of classes.
6. Lights are turned off and silence is maintained.
7. Students are relocated, out of sight.
8. Staff take measures to communicate if an emergency exists at their location.

LOCKDOWN PROCEDURES >Students In a Classroom:

- Lock doors and barricade door with available resources
- Do not allow anyone to enter or exit
- Remain as silent as possible

Teachers are to:

- Immediately make themselves visible and available to direct students to classrooms.
- Pull shades and lock door
- Take roll
- Identify/list missing and injured students
- Identify/list extra students sheltered in classroom (student names and teacher name)
- Notify designated contact in the office/command center of status ("all present," "all present plus student A from teacher B's classroom" or missing) via email
- Remain in room with door locked until all-clear signal is given.

Students are to:

- Quietly proceed to the nearest classroom unless otherwise advised by a staff member
- Duck and cover away from windows and remain quiet.

If students are OUT of classroom post lockdown then they should:

- Take note of the two nearest exits and leave immediately
- Run-"The hit rate on a moving target is less than 4 percent so by running, you have a 96 percent chance of getting away and even if you are hit, the fatality rate is less than 0.1 percent," Shaffer said.
- Find a secure hiding space the shooter would not likely find you if you cannot run or exit the building without being seen
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her

https://www.dhs.gov/xlibrary/assets/active_shooter_booklet.pdf

Public Agency Use of School Buildings for Emergency Shelters

Primary Off Site Evacuation: UFH 2675 Mitchell Drive

Secondary Off Site Evacuation: JoyBound 2890 Mitchell Drive

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Executive Director's office. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

- A. Grounds for Suspension and Expulsion of Students A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.
- B. Enumerated Offenses
 - 1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to vape pens, e-cigarettes, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. *Note 48900k has specific parameters
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold any prescription drugs.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - 1) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or

those students' person or property.

- 2) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health. iii. Causing a reasonable student to experience substantial interference with his or her academic performance. iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- ii) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1) A message, text, sound, or image.
 - 2) A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.

- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to vapes, e-cigarettes, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - 1) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - 2) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health. iii. Causing a reasonable student to experience substantial interference with his or her academic performance. iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1) A message, text, sound, or image.
 - 2) A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following

acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm. The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses. Local law enforcement will be notified of any firearm on campus.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee. The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference. However, student shall meet with designated staff before being allowed back on campus.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or Executive Director's designee, the pupil

and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. Upon determining that the pupil will be recommended for expulsion, the Executive Director or designee shall inform the student services office for the authorizer via email.

4. Academic Work During Suspension

Students shall be given the option to participate in independent study while on suspension. In order to be eligible for independent study, both the student and the parent (or the adult student) must agree to participate in independent study and sign the required documents. The independent study provided during this time period shall comply with the board policy on Independent Study and the Independent Study Master Agreement. Special education students (suspended for ten days or less in a school year) may participate in independent study as long as his or her IEP specifically provides for that participation in accordance with Education Code Section 51745(c). Services for special education students who are suspended for more than ten days in a school year are discussed below in Section O. If a student does not wish or cannot participate in independent study, the student shall be offered work packets to be completed during the term of the suspension.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and either a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the Pupil has committed an expellable offense. In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing. Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.
11. Local Law Enforcement will be notified of any sexual assault that occurs.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the County upon request.

K. Expulsion Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA: The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.
2. Services During Suspension: Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.
3. Procedural Safeguards/Manifestation Determination: Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:
 - If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
 - If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.
 - If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.
 - If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:
 - Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
 - If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
 - Return the child to the placement from which the child was removed, unless the parent and the

Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

- If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals: The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances: Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting: The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services: A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter

School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Violations of 48900 will be communicated to staff from the Campus Supervisor to the teachers who have the student in class. "Student (X) has been suspended for violation within EC 48900." This information shall be received in confidence for the limited purpose of providing notice to teachers and shall not be further disseminated. Any further information can be obtained from the Director of Operations.

(E) Sexual Harassment Policies (EC 212.6 [b])

Contra Costa School of Performing Arts is committed to providing a school that is free from discrimination and sexual harassment as well as any harassment based upon such factors as race, religion, creed, color, gender, gender identity, gender expression, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. Contra Costa School of Performing Arts has developed policies to prevent and investigate any concerns about sexual discrimination, exploitation, and/or harassment at the school, including employee to employee, employee to student, student to student, and student to employee misconduct. We will consult with necessary agencies to determine the proper outcome of a school consequence, an arrest, or a report to Child Welfare Services. Additionally, if we suspect that a person may be a victim of human trafficking, we will call the Homeland Security Investigations Tip Line at 1-866-347-2423.

Instruction on age-appropriate information for Sexual Harassment will include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence.
2. A clear message that students do not have to endure sexual harassment under any circumstance.
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained.
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved.
5. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.
6. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable Disciplinary Actions.

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

It is the intention of these guidelines that students be appropriately attired so that they can take part in the regular activities of the school day.

- Clothing may not contain words referencing profanity, drug/alcohol/tobacco/weapons use, or contain offensive/inappropriate words or statements or gang related references

Students who are in violation of the dress code will be loaned a change of clothes, parents will be contacted and/or the student will be sent home. The SPA administration reserves the right to make adjustments to the Dress Code in the spirit in which the guidelines were drafted. The SPA administration will use their professional judgment in enforcing the dress code.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Closed Campus: SPA operates as a “closed campus” facility. Upon arrival at school, students may not leave until the school day concludes, unless signed out by an authorized parent or guardian.

Families are strongly discouraged from taking students out of school early. Families who need their student to leave school early should contact the office via phone 925-235-1130 or email (attendance@cocospa.org). The per-approved designee will then be allowed to pick the student up from SPA. Please contact the school at least 24 hours prior. Any student who leaves without such authorization shall be classified as truant and subject to disciplinary action.

Visitors: All visitors must sign in at the SPA Front Desk and receive proper authorization to be on the school campus. Visitors will be asked to display their pass. Student visitors must have prior authorization from their parents as well as from the school administration before entering the campus. A student visitor must follow the SPA rules during his/her visit.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive Behavior Intervention and Supports (PBIS)

Element:

Build and create a positive environment using PBIS

Opportunity for Improvement:

Increased awareness of positive behaviors on campus while creating a systematic process for referring students or groups who need interventions will decrease the rate of negative incidents/behaviors on campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
PBIS to reward or give incentives for positive behavior in the community.	<ol style="list-style-type: none"> 1. Students are given raffle tickets by teachers for positive behavior actions. 2. A drawing is conducted each Friday and prizes are awarded. 	PBIS rewards	Principal	Number of awards given, suspension and expulsion data

Objectives	Action Steps	Resources	Lead Person	Evaluation
Tier 1: Friendship issues/ drama Low level counseling matters	<ol style="list-style-type: none"> 1. Refer to counseling interns who will respond appropriately with one one check-ins, peacemaking, and group workshops. 	Provide more proactive training for students in general education around 6th-8th grade friendship drama.	Counseling intern	Utilize a student survey to better understand what tier I interventions to implement and to track the data to show a reduction in symptoms.
Tier 2: · Argument/outbursts · major disrespect of teacher · yelling/swearing of student · argument with teacher · truancy	<ol style="list-style-type: none"> 1.Call appropriate disciplinary team member and contact parent/ Guardian 2. · teacher conference. · removal from class · restorative justice circle/ parent phone call home/ parent Teacher conference · lunch detention 3. If incidents repeat then move forward for a level 3 response. 	To create a clear level I of tiered services for discipline and restorative justice To create a clear level of tiered services for behavioral support		Track student recidivism through collecting data and sanctions given.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Tier 3: Level 3 · power struggle · physical fight · drug possession	1. school suspension, campus cleanup/ special assignment with teacher, 2 Out of School Suspension and meeting with school Principal 3. Re-entry upon return from suspension and a binding behavior contract 4. Expulsion if behavior violates California Education Codes	Increased parent involvement and accountability for student behavior in school Create behavior plans for students to abide by and uphold	Counselor/ Psychologist/Principal /Therapist	Student Compliance, number of suspensions and expulsions

Component:

Youth Council

Element:

Build and create a positive environment using a Youth Council program

Opportunity for Improvement:

Increased awareness of positive behaviors on campus while creating a systematic process for referring students or groups who need interventions will decrease the rate of negative incidents/behaviors on campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
Classroom observations to look at negative behavior and work with the teacher on how to address it.	Classroom will be addressed through peer to peer interventions led by students who become members of the Youth Council: The Youth Council will be a group of 10-16 students rigorously trained in restorative practices and how they are implemented in schools. They will hear a range of infractions by students including but not limited to, physical altercations, truancy, defiance etc. In restorative justice, the emphasis for the goal is to hold offenders accountable by providing opportunities for them to understand the affect their actions have on others, the community, and impact school culture. Youth Council will provide a sanction at the end of their session that a student is required to complete that would build upon their character and will provide them an opportunity to right their wrong.	Youth Council focuses on students and staff taking an active role in our community and learning that mistakes are often a teaching moment for students. It also demonstrates a more effective way of problem solving which creates a space of honesty makes students more willing to air out their grievances and report incidents.	Admin Team	Tracking compliance rates each year and reviewing to see if students commit recidivism

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Contra Costa School of Performing Arts Student Conduct Code

Conduct Code Procedures

STUDENT BEHAVIOR AND DISCIPLINE

The goal of the SPA behavior and discipline program is to ensure that student behavior supports an environment in which academic achievement and artistic excellence can flourish. SPA staff will communicate these expectations to our student body. Our application of “discipline” is not simply intended to deliver punishments for breaking rules, it is founded on the practice of community building, self-assessment, and self-discipline. All students will be afforded the full extent of their due process rights.

SPA is implementing a Restorative Justice system to better cater to the needs of our communities and create a system that allows for reparations, reform, and a space for students to feel safe enough to express themselves honestly. Because SPA has a diverse population with diverse needs the Student Services team has created a tier system that allows for an appropriate response to the levels of different types of behavior. Some examples are listed below:

Tier 1: Minor argument with peer, outburst in class, cheating etc.

Response: Meeting with School Counselor, teachers resolve in classroom, one on one with student

Tier 2: Horseplay, play fighting, cyber bullying, major argument with peer (could potentially lead to physical altercation) etc. Response: Meeting with Student Support Personnel who determines if the student is self-aware of their actions. Can lead to parent contact, peer mediation, plus a warning along with a consequence of campus beautification, behavior plan, or creative sanction such as school presentation, after-school activity etc.

Tier 3: The site administrator will determine whether the consequence should include, but not be limited to, home suspension, in-school suspension, or community service. Community service may include, but is not limited to, work performed on school grounds during non-school hours in the areas of beautification, campus betterment, and teacher or peer assistance programs.

For example: bringing a weapon on to campus, vaping, physical altercations with an intent to cause bodily harm or injury, vandalism, etc.

Law enforcement agencies may be notified at the discretion of the administration.

If the nature of the offense makes an alternative education placement or expulsion recommendation appropriate, the student will be suspended five days for the infraction.

A student may be suspended on the first offense if it is determined that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

The school suspension and expulsion policy closely mirrors the language of Education Code Section 48900 et seq. SPA is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Suspended or expelled students shall be excluded from all school and school-related activities.

A student identified as an individual with disabilities or for whom SPA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when

federal and state law mandates additional or different procedures. SPA will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom SPA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

The online activities and technologies often used by students engages in Cyber Bullying include but are not limited to social networking sites, chat rooms and discussion groups, instant messaging, text messaging, computers, cell phones and personal digital devices, digital cameras, cellphone cameras, and webcams. As new technologies emerge, they too may be included with the above forms of electronic communication.

If the conduct occurs off school grounds and causes or threatens to cause a substantial disruption at school or interferes with the rights of students to be secure, school administration may impose consequences. The Administration may also report the Cyber Bullying or Harassment to the police.

Action Steps to Respond to Cyber Bullying or Harassment

- Save the evidence; print online harassing
- Identify the bully
- Clearly tell the bully to stop
- Ignore the bully by leaving the online environment and/or blocking communications
- File a complaint with the Internet or cell phone company
- Contact the bully's parents/guardians
- Contact the school administration
- Contact the police

Detention of Students after School

Per the California code of regulations: A school may detain a student for up to but not exceeding one hour after school for disciplinary reason.

Detention (before school, after school or lunch), lasting up to 60 minutes, may be assigned by individual teachers as a consequence for inappropriate behavior in an individual classroom. Twenty-four hours' notice will be given to the student for After-School Detention, and these detentions are served under a teacher's supervision. The Education Code allows for school detention regardless of a student's transportation constraints.

After-school detention (ASD) may be assigned by administration/supervision in certain instances. Failure to serve ASD will result in the assignment of an additional detention. Failure to serve detentions will then result in a meeting with parent/guardian.

Dress Code

It is the intention of these guidelines that students be neat, clean and appropriately attired so that they can take part in the regular activities of the school day.

- Clothing may not contain words referencing profanity, drug/alcohol/tobacco/weapons use, or contain offensive/inappropriate words or statements.
- Students who are in violation of the dress code will be loaned a change of clothes, parents will be contacted and/or student will be sent home. The SPA administration reserves the right to make adjustments to the Dress Code in the spirit in which the guidelines were drafted. The SPA administration will use their professional judgment in enforcing the dress code.

Restitution – School Property

(STATE EDUCATION CODE 48904) The following action is taken to recover loaned school property or to seek restitution: that the School shall notify parent(s) of the student in writing before taking any withholding action. When the student and parent(s) are unable to pay for the damages or return the property, the School shall offer a program of voluntary work in lieu of payment. Implementation of this policy shall not be interpreted as denying the student a right to the normal use of texts and other school property while actively enrolled in school.

Skateboards, Skates, Scooters and Bicycles

To ensure the safety of all students, skateboards, skates, scooters and bicycles may not be used during school hours while on school grounds.

Suspension from Class / In-School Suspension (ISS)

Suspension from class is the temporary removal of a student from his/her regular classroom by a teacher or administrator. A teacher shall send the pupil to the administration for appropriate action.

As soon as possible, the teacher will contact the student's parent/guardian regarding the suspension. If an in-person conference is not feasible, a telephone conference may be substituted. A school administrator will attend the conference if the teacher or parent/guardian so request.

The pupil shall not be returned to the class during the period of suspension without the concurrence of the teacher and the administration. A pupil suspended from a class shall not be placed in another regular class during the period of suspension.

In-school suspension takes place on campus in the in-school detention room. Out-of-School Suspension requires the student to be removed from school and the student may not attend any school events or activities during the time of suspension.

(J) Hate Crime Reporting Procedures and Policies

The Contra Costa School of Performing Arts is committed to providing a safe, welcoming, and legally compliant educational program and environment. Should the need for a stakeholder to file a formal complaint arise, the following mechanisms and procedures are in place:

- Uniform Complaint Procedures
- General Complaint Policy
- Title IX Policy

(K) Reentry from Hospitalization

Student: _____ School Staff: _____

Absence Start Date: _____ Return to Site Date: _____

☐ No Hospitalization ☐ Hospitalization (Name of Facility): _____

Re-Entry School Meeting		
Date	Initials	Action Items
		<input type="checkbox"/> Parent/Guardian Authorization for Release/Exchange of Information signed <ul style="list-style-type: none"> ● Obtain releases of information from the parent so the mental health provider can talk to school counselor or designated staff <input type="checkbox"/> Physician/Mental Health Professional: <ul style="list-style-type: none"> ● Name:

		<ul style="list-style-type: none"> Contact Number:
		<input type="checkbox"/> Have a parent/guardian accompany the student on the first day back to school for re-entry meeting: <ul style="list-style-type: none"> Parent/Guardian re-entry meeting with Administrator, Counselor, Student (if appropriate), and additional staff as needed Plan together what information the student wants shared and with whom Reassure the student and family that sharing information with school personnel will be done on a need to know basis Treat the student's return to school as you would have had the student been out sick for a few days. Let the student know you are glad he or she is back
		<input type="checkbox"/> Develop a Care Plan with Student and Parent/Guardian: <ul style="list-style-type: none"> It is important that staff and teachers who have direct contact with the student be part of his/her safety plan Ask student how school staff can best support the student Refer to and update the student's Care Plan as needed Relationship map for student to ensure they have a safety net of 3 caring relationships (e.g. Web of Support tool) Provide relevant skill building and coping strategy resources (e.g. Teen Guide to Mental Health & Wellness)
		<input type="checkbox"/> Notify student's teachers as appropriate using Treat with Care Memo
		<input type="checkbox"/> Health Technician notified of return and transition instructions <u>if medications are needed</u> : HT Initials _____
		<input type="checkbox"/> Identify school staff member/s to check in with student on a _____ basis (frequency to be determined by team and updated as needed) <ul style="list-style-type: none"> Staff Name/s: Start date: End date:
		<input type="checkbox"/> Identified school staff will check in with parent on the following date: <ul style="list-style-type: none"> Staff Name: Date:
		Other (comments):

Student Accommodations (check all that apply)		
Date	Initials	Action Items
		<input type="checkbox"/> Return to previous full day schedule with class changes made to schedule
		<input type="checkbox"/> ½ day (or partial day) for gradual re-entry
		<input type="checkbox"/> Scheduled check-ins with school counselor/ staff person
		<input type="checkbox"/> Provide tutoring services when available
		<input type="checkbox"/> Identify a point person to go to when needed
		<input type="checkbox"/> Safe zone -area to regroup as needed
		<input type="checkbox"/> Connect to a peer support group

		Other (comments):
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Assignment Accommodations (check all that apply)		
Date	Initials	Action Items
		<input type="checkbox"/> Shortened or modified assignments
		<input type="checkbox"/> Alternative assignments for specific circumstances
		<input type="checkbox"/> Advance notice of assignments
		<input type="checkbox"/> Assignment assistance
		<input type="checkbox"/> Extended time to complete assignments
		<input type="checkbox"/> Review directions individually or additional review of assignment
		<input type="checkbox"/> Written assignments in lieu of oral presentations or vice versa
		<input type="checkbox"/> Chunking schoolwork, breaking large projects into smaller pieces
		<input type="checkbox"/> Identify classmate to help student
		<input type="checkbox"/> Audio or listening options (e.g. sound canceling headphones)
		Other (comments):

Classroom Accommodations (check all that apply)		
Date	Initials	Action Items
		<input type="checkbox"/> Prearranged or frequent breaks
		<input type="checkbox"/> Preferential seating, near door to allow leaving class for breaks
		<input type="checkbox"/> Arrange with teachers not to call on student unless hand raised
		<input type="checkbox"/> Printed copies of all notes and board work
		<input type="checkbox"/> Water bottle/beverages permitted in class
		<input type="checkbox"/> Assigned classmate as volunteer assistant
		<input type="checkbox"/> Note taker or photocopy of another student's notes
		<input type="checkbox"/> Arrange for student to leave class a little early to avoid crowds and noise in the hallways when changing classes
		Other (comments):

Testing Accommodations (check all that apply)		
Date	Initials	Action Items
		<input type="checkbox"/> Exams in alternate format (multiple choice to essay; presentation or portfolio)
		<input type="checkbox"/> Use of assistive computer software (e.g. Optical Character Recognition)
		<input type="checkbox"/> Extended time for test taking

		<input type="checkbox"/> Exam in a separate, quiet, and non-distracting place
		Other (comments):

Safety Plan Review, Evaluation and Amendment Procedures

This plan is required to be updated annually for SPA records each year by March 1.

Safety Plan Appendices

Emergency Contact Numbers

Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire /Paramedic	Walnut Creek non emergency	925-943-5844	166 No. Main St.
Law Enforcement/ Fire/Paramedic		911	
Law Enforcement/ Fire/Paramedic	Contra Costa County Office of Emergency Services	925-228-5000	
Public Utilities	PG&E	(925) 933-6778/ (800) 743- 5000	
Public Utilities	EBMUD	1-866-403-2683	
American National Red Cross	Red Cross	(925) 603-7400	
Local Hospitals	John Muir Medical Center WC 24 hr emergency	925-939-3000	1601 Ygnacio Valley Rd.
Local Hospitals	John Muir Medical Center Concord 24 hr emergency	(925) 674-2333	1601 Ygnacio Valley Rd.
Local Hospitals	Kaiser Hospital WC	925-295-4000	1425 S. Main St.
City Services	City of Walnut Creek	925-943-5800	511 Lawrence Way

Contra Costa School of Performing Arts Incident Command System

Role	Name & Title Contact
Incident Commander	Catherine Foster, Executive Director, 925-235-1130
Safety Officer	Gerard Flaherty, Climate & Culture Supervisor, 925-235-1130
Scribe	Lisa Kingsbury, Director of Community Engagement, 925-235-1130
Public Information/Communications Officer	Catherine Foster, Executive Director, 925-235-1130
Operations	Gerard Flaherty, Climate & Culture Supervisor, 925-235-1130
Planning-Intelligence Officer	Karen Montgomery, Director of Middle School, 925-235-1130
Director of Logistics/Emergency Liaison	Melissa Kirmsee, Office Manager, 925-235-1130
First Aid & Search	Tiana Freiri, Assistant Principal, 925-235-1130
Student Release & Checker/Runner Officer	Callie Tirlia, HR/Analyst/Administrative Assistant, 925-235-1130
Checkers	Staff/Teachers with student groups
Runners	Staff/Teachers/IAs who do not have student groups
Mental Health Crisis Officer	Lorran Garrison, School Psychologist and counseling team, 925-253-1130

Incident Command Team Responsibilities**Standardized Emergency Response Management System Overview**

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency.

SEMS consists of five functions:

1. Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

2. Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and

document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

3. Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

4. Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

5. Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

1. FIRE:

Signal to Exit Building: Fire Alarm

Signal to Return to Building: Communication from Administration with bullhorns who are with students in exit areas after communication from walkie talkies signaling "All Clear"

2. HOLD - *used when a situation in the hallway or outside needs to be cleared.*

Intercom announcement and gchat communication, "This is a hold, this is a hold, please continue instruction but hold from changing classes until further instruction."

1. All outside activities remain outside.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. Classroom instructions proceed however students do not leave the classroom.
5. The change of classes is on hold.

3. SHELTER IN PLACE- *Sheltering in place is in response to severe weather, and also a chemical, biological or radiological contamination that may have been released into the environment:*

Intercom announcement: "Teachers, please go into a shelter-in-place. Continue to keep doors locked, blinds closed, and have students work at their desks quietly."

1. All outside activities are suspended.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. School staff remain in their classrooms and office areas.
5. Classroom doors and windows are secured and there is no change of classes.
6. Teachers continue to provide classroom instructions.

4. EVACUATION:

Intercom announcement: "Teachers, we have been instructed to evacuate our building. Please wait for the announcement to evacuate your room. Make sure to bring safety folders and walk your students in a single file line to the parking lot."

5. INTRUDER ALERT:

Walkie announcement: "An unidentified individual has entered the building from

{location}. They are currently {location}. Please respond."

View FEMA Resource [here](#).

6. LOCKDOWN - *potentially dangerous situation outside:*

Intercom announcement and email communication: "This is a lockdown, this is a lockdown, please lockdown and wait for further instruction."

1. School staff conducting outside activities relocate to an alternate site off school grounds.
2. Exterior doors remain secured.
3. No one is permitted to exit or enter the building.
4. School staff remain in their classrooms and office areas.
5. Classroom doors and windows are secured and there is no change of classes.
6. Lights are turned off and silence is maintained.
7. Students are relocated, out of sight.
8. Staff take measures to communicate if an emergency exists at their location.

School Administrator will:

- call 9-1-1 as applicable,
- sound the fire alarm, and
- notify administrators and staff
- send out emergency communication through BrightArrow (PowerSchool) as needed

School Staff will:

- supervise evacuation according to the Emergency Evacuation Plan posted in every classroom,
- close doors upon evacuating,
- take roll books and take roll at evacuation site, and
- report missing students to the School Administrator.

LOCKDOWN PROCEDURES >Students In a Classroom:

- Lock doors and barricade door with available resources
- Do not allow anyone to enter or exit
- Remain as silent as possible

Teachers are to:

- Immediately make themselves visible and available to direct students to classrooms.
- Pull shades and lock door
- Take roll
- Identify/list missing and injured students
- Identify/list extra students sheltered in classroom (student names and teacher name)
- Notify designated contact in the office/command center of status ("all present," "all present plus student A from teacher B's classroom" or missing) via email
- Remain in room with door locked until all-clear signal is given.

Students are to:

- Quietly proceed to the nearest classroom unless otherwise advised by a staff member
- Duck and cover away from windows and remain quiet.

If students are OUT of classroom post lockdown then they should:

- Take note of the two nearest exits and leave immediately
- Run-"The hit rate on a moving target is less than 4 percent so by running, you have a 96 percent chance of getting away and even if you are hit, the fatality rate is less than 0.1 percent," Shaffer said.
- Find a secure hiding space the shooter would not likely find you if you cannot run or exit the building without being seen

- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her

https://www.dhs.gov/xlibrary/assets/active_shooter_booklet.pdf

Step Two: Identify the Level of Emergency

Level 1-Site emergency with limited impact. Response handled by site personnel and/or city emergency responders.

Examples of a level 1 emergency:

- * A fire resulting in no injuries with minor fire, water or smoke damage
- * An extended electrical outage
- * A serious medical emergency warranting a 911 call
- * An unarmed intruder threatening or disturbing activities
- * Death of a student or teacher that occurred off campus
- * A water main break, resulting in site flooding
- * A public demonstration with picketing students and/or the community

The site administrators or designee serves as Incident Coordinator directs immediate protective actions, following site specific crisis response plans. The disaster procedures are kept in standardized classroom safety folders. The I.C. will be the point of contact.

Level 2-Site emergency with significant impact. Response handled by site personnel and city emergency responders.

Examples of a level 2 emergency:

- * A fire resulting in injuries and/or major structural damage
- * A school shooting
- * A chemical spill or explosion
- * Civil disturbance or riot
- * Violent intruder
- * Viable threat

Level 3-Community or region wide event, which may include a local declaration of emergency. This would be a major emergency or disaster where resources in or near the impacted area are overwhelmed and extensive regional, state and/or federal resources are required.

Examples of a level 3 emergency:

- * Major flooding affecting the school site and/or building
- * Widespread power outage projected to last over 12 hours
- * Highest elevated terrorist attack alert targeted for the Contra Costa area.
- * Major damage as a result of an earthquake

The Executive Director or his designee will organize or activate the Incident Command Team and disaster operation plans.

A sustained plan may be needed depending on the extent of the disaster. Local authorities and other state and federal agencies may be needed as part of this plan.

Step Three: Determine the Immediate Response Action

1. Class Emergency – requires immediate assistance.

Please follow these procedures:

- * Contact Director of Operations, (925) 235-1130 or 2701 for the Front Desk
- * Contact an Administrator on site.
- * Recruit a neighbor teacher.

* Call 911 only if there is a life-threatening emergency.

* When administration arrives, keep class orderly and calm and wait for further direction.

2. Evacuation – evacuations are called for in emergencies where it is in the best interest of the staff and students to exit the building. Please follow these procedures:

The alarm will sound or an announcement via the phone intercom will be made by administration with the word “EVACUATION”

- If you observe a fire and the alarm is not sounding, pull an alarm and alert administration.
- Using the evacuation route, proceed with your class to the designated muster area in a calm and orderly fashion.
- If you are a Teacher, bring your emergency binder (name sign, rosters, procedures, Injured, Missing or Not your Student Pupil Report, etc.) with you.
- If you are on a prep or break time, help to escort those around you to the muster area that is closest to your location.
- If you notice that a person who is not in your class needs assistance, call an administrator as needed.
- In all cases, use the safest route to your muster area. This may mean deterring from your main or alternate route.
- Once you reach the designated muster area, direct all students to line up quietly with their teacher.
- Teachers will complete the Injured, Missing or Not your Student Pupil report and wait for an Administrator to collect them.
- If students/teachers are at break they should proceed to the muster areas of the last period they attended.
- Wait for “ALL CLEAR” announcement to return to class or further instructions from administrators.
- If before/after school, intermission/interlude or passing period students are to be directed to their Spotlight muster area.

3) Lock Down – an emergency that requires teachers and students to remain inside behind locked doors.

Please follow these procedures:

- If you or one of your students are the one to identify the need for a lockdown please alert administration immediately.
- An announcement will be made by administration with the words “LOCK DOWN” and further instructions. At this time exterior doors and windows will be locked.
- Do not let any students, staff, or visitors enter or exit (use your best discretion).
- Depending on the situation, you may be asked to continue teaching, shelter out of sight.
- Be prepared to follow additional directions as communicated from admin.
- Keep computers on in case there is a need to communicate via email.
- Stay in lock down mode until the “ALL CLEAR” announcement via the phone intercom is made or you receive further instructions from administration.

4) Duck, Cover, and Hold On – a self-protective action called for whenever there is immediate danger from flying objects and/or falling debris.

Please follow these procedures:

- As soon as an earthquake (or similar event) happens students should be directed to “duck, cover, and hold on” by the teacher.
- If indoors: this means dropping immediately to the floor and crawling under the table.
- Use one hand to hold onto the furniture/table and the other to cover the back of your neck.
- If furniture is not available kneel next to a bare, inside wall and place your hands over the back of your neck.
- If outdoors: move away from trees, billboards, signs, buildings, electrical wiring and power poles. Do not move until the “ALL CLEAR” announcement is made or after one minute after earthquake is finished.

- Proceed with evacuation (see #1 in preceding pages) after the earthquake is finished. Follow all evacuation procedure instructions.
- If anyone is trapped, they must be left behind for help to arrive. Trapped individuals should follow these tips:
 - Do not light a match
 - Try not to move about or kick up dust
 - Cover your mouth with handkerchief or cloth if possible
 - Tap on pipe or wall to alert Administration
 - Shout only as a last resort (can cause you to inhale smoke or dust)
 - Remember to stay alert for aftershocks.

Step Four: Communicate the Appropriate Response Action

The School Messenger System (automated communication system via phone and email) will be utilized to communicate the necessary information to parents and the community.

Types of Emergencies & Specific Procedures

Aircraft Crash

Fallen aircraft will probably occur without warning and may only be noticed by sight, sound, or fire.

Step 1:

Information gathering:

1. Where is the crash? Proximity to buildings/students?
2. Is there a fire?
3. Are there injuries?
4. Is there a threat to students, staff, and community?
5. Is there building damage? Proximity?
6. Determine if gas/electricity needs to be turned off.

Step 2:

Response:

1. Call 911, and administrators
2. Take action to remove/keep students and staff at a safe distance from danger.
3. Activate evacuation or lock down as appropriate in the specific situation.
4. Shut off gas, electricity, if the situation warrants.
5. Act to support fire and rescue personnel.

Animal Disturbance

1. Staff will be directed to engage in a shelter in place until the animal is removed from campus and the surrounding area.
2. Contact Animal Control, 4800 Imhoff Place, Martinez (24-hour emergencies) 925-335-8300

Armed Assault on Campus

Armed Assault on Campus involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Guns, knives, or other harmful devices may be involved.

School staff should move students into classrooms and buildings and call 9-1-1.

- Begin lockdown procedures including covering windows, turning off lights, and seeking
- Cover under or near furniture and away from windows.
- Take roll and identify all students and staff in the classroom.
- Conduct anxiety-reducing activities.
- Be prepared for an evacuation at any time.

- Place a red card under the door or in the window if someone in the room requires medical attention.

Procedure:

1. Upon first indication or armed assault, school personnel immediately call 911. School site safety is notified via radio or cell phone.
2. School administrator is notified. School administrators assure or designate a person to remain online with police if safe to do so.
3. If a suspect is seen, do not engage. This could generate a hostage situation. Give 911 operations a detailed description of the suspect(s)/ If the suspect is outside, let police know and keep them outside.
4. Begin lockdown procedures including covering windows, turning off lights, and seeking cover under or near furniture and away from windows.
5. Staff keeps everyone in an area under cover and as concealed as possible. Stay behind solid walls and doors away from windows.
6. If students are in class at time of Lock Down, staff will:
 - a. Lock all doors.
 - b. Have students lie on the floor, behind or underneath solid objects.
 - c. Close blinds and stay away from windows.
 - d. Remain in the classroom until personally advised to move by administrators or law enforcement.
 - e. Turn off all lights and noise making devices: laptops, TV's etc.
7. If students are not in class, staff will:
 - a. Move students to the nearest available safe building, without drawing attention to self or students. If doors are locked, continue to look for a safe area.
 - b. Once inside, lock doors if possible; if lock is on the outside, attempt to secure the door from inside and follow steps in item 6.
8. Staff take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and suspect(s).
9. Maintain order in all areas of assembly or shelter, await arrival of law enforcement. Be prepared for a lengthy stay of 2-4 hours. If safe and possible, check email during this time.
10. All Clear communication will be made after consultations with local law enforcement

Biological or Chemical Release

Explosion/Chemical Accident

Step 1:

1. If an explosion occurs, attempt to remain as calm as possible
2. Assess the immediate area. Are there injuries? Danger? Is it better inside or outside?

Step 2:

1. Act on situations to prevent injury and ensure safety
2. Move to an area where you are out of danger and you can control students. (This may be inside or outside).
3. Take roll
4. Render first aid if necessary
5. Await instructions from administration/authorities/HAZMAT.

Gas Leak/Suspicious Odors

Step 1:

1. Inform staff of designated places where multiple turn tools are located. Map of all shut-off valves and instructions for usage included on the back
2. If possible, turn off gas.
3. Notify all school personnel of leak/odor and/or possible emergency
4. Gather all information to determine if evacuation is necessary

5. Call EBMUD or PG&E
6. Have emergency cards/information available if evacuation is needed
7. If evacuation is executed, use fire-drill signal or procedures
8. Communicate with parent community
9. Contact local fire and law enforcement as appropriate

Air Pollution Alert

1. Alert notice is received from front office or outside agency
2. Curtail all outdoor activity
3. Be aware of asthma/respiratory impaired students and staff and have them housed indoors immediately
4. Send students home and cancel classes if air quality is determined a danger by EPA guidelines

Bomb Threat/ Threat Of violence

At the time of a bomb threat or threat of violence, the most important task is the acquisition of information. The person receiving the bomb threat should attempt to gather as much information as possible from the person making the threat.

Telephone procedures:

1. Be calm, courteous, listen, and do not interrupt. Take all calls seriously.
2. Keep caller on the line
3. Get as much information as possible (write it down).
4. DO NOT TALK TO OTHERS until principal or designee is located and informed.
5. Person taking call, ask these questions:
 - Where is the bomb right now?
 - What does it look like?
 - What kind of bomb is it?
 - Why did you place it there?
 - How big is it?
6. Pay attention to any sounds you could pick up around the caller and describe their tone of voice and responses.

Procedures after the call:

1. Notify Principal/designee immediately
2. Give detailed information/notes
3. Leave the phone OFF the hook after the caller hangs up.
4. Return to assignment, await instructions
5. Upon notification of bomb threat at school, secure class lists, roll book, keys, weather-appropriate clothing
6. You may be asked to evacuate, you may be asked to remain in class; be flexible
7. Do not utilize school or personnel cellular phones they could activate bomb
8. Contact local law enforcement

Evacuation (Signal or Instruction):

1. Inform students of event, leave classroom, and proceed to designated area immediately - await instructions, do not return to classroom until "ALL CLEAR" signal or instruction

Remain In Classroom:

1. Follow search procedures as directed

Suspected Explosive Device:

1. Never touch or move any suspicious objects
2. Keep all school personnel away from object
3. Evacuate all personnel if appropriate to Ultimate Field House

4. Call local law enforcement and report location device
5. Call Executive Director

Bus Disaster

1. Principal or designee call 911 to report incident
2. Principal or designee will give an "all-clear" signal when emergency personnel have deemed the environment safe for students.
3. Counselors will be utilized to speak with traumatized students.
4. County resources will be notified if additional support is needed.
5. Students will be provided with a safe place to talk with trauma support providers.

This Plan:

1. Call Bus Dispatch.
2. Secure the bus: shut off motor, set brake and remove keys.
3. Determine the appropriate evacuation route such as: front door, side doors, rear exit, roof hatch or windows. If necessary, the windshield and rear glass panels can be kicked out.
4. Choose an assembly area at least 100-200 feet from danger, usually up-wind. Keep in mind that if the emergency occurred due to weather or other environmental conditions, other vehicles may lose control in the same place. Vehicles passing by may be distracted by the situation and cause additional crashes.
5. Identify student helpers to stand by the emergency exits and help students get off safely. Assign other helpers to lead students to the assembly area and keep everyone together.
6. Instruct students to evacuate and where to assemble. In cases when time is of the essence, instruct students to leave personal belongings on the bus.
7. Check each seat and floor area to be sure everyone is off the bus.
8. Leave the bus last, with the emergency packet, first aid kit, and cell phone, (if available).
9. Gather with and keep the students together at the assembly area.
10. Follow Student Accountability and Release procedures.
11. Do not reenter the bus until cleared by Bus Dispatch or appropriate authorities.

If Life Threatening:

1. Pull over and stop the bus in a safe location.
2. Call Bus Dispatch or 911/ School Principal.
3. Wear protective equipment such as medical gloves, mask, goggles, etc.
4. Evaluate first aid needs. Treat the most critical conditions first. Initiate CPR or other life-saving actions within your level of training and ability.
5. If needed, enlist the help of other passengers who are trained in first aid. Assign other students to stay with those who are treated so you can continue to provide first aid to others.
6. Assign students to tend to the emotional needs of other students, working to calm and reassure them. Consider relocating non-injured students to another area on the bus in order to a) make space to provide first aid, b) protect others from bodily fluids, and c) reduce bystander trauma.
7. If a student is sent to the hospital, give their name and birth date to the first respondents. Keep a written record of all students taken to a hospital by ambulance. Note which hospital they are going to.
8. Account for and supervise students. Follow Student Accountability & Release procedures.

Minor Medical Situations – i.e. vomiting, stomach ache, feeling faint, bloody nose, cut or scratch. Treat all medical situations seriously regardless of how they appear. Without the medical history of each student, doing nothing is not an option.

Disorderly Conduct

Step 1:

1. Survey the situation (principal/designee)
2. Set in motion the signal for going back to class (Shelter in Place)
3. Pupils/staff return to classroom
4. Immediately lock doors and draw shades
5. Take roll
6. Teachers determine if situation merits the duck and cover procedure

Step 2:

1. Contact site administration and give information needed (event, time, description of person and/or vehicle)
2. Call Executive Director
3. Keep school's communication system open
 - a. When it is determined that the site is safe, The "ALL CLEAR" signal may be used so students and staff can return to their normal routine
 - b. When the event is at dismissal time, continue to keep students in the classroom.
 - c. All support staff without students will have pre-decided duties:
 - i. Go to the nearest classroom to assist teacher
 - ii. Go to the office to assist
 - iii. Go to prearranged emergency site
4. Administration assesses the need to communicate with families to discuss the event.

Earthquake

General Responsibilities:

1. Activate emergency signal/runner. (Lockdown)
2. Disconnect all electrical
3. Assess damage or injuries
4. Call 911 if there are injuries
5. Call Executive Director
6. When earthquake subsides, principal will signal to evacuate the building
7. Principal will give signal to return to building or remain outside
8. Principal will work with staff to transport students if necessary
9. Tune into emergency preparedness channel

Classroom Procedures:

Students responsibility for "Drop, Cover and Hold"

1. Face away from windows
2. Duck or drop to the floor
3. Cover under a sturdy desk or table or seek cover against an interior wall and protect head with arms
4. Hold on to the desk or table to keep it from moving

Adult Responsibilities

1. Close blinds to prevent glass from falling into the classroom.
2. Disconnect electrical appliances
3. Check student condition/attendance (report to office)
4. Assess damage
5. Inform principal regarding injuries if possible

After the Quake:

1. Stay clear of any wires that have fallen
2. Staff will assess damage and report principal

3. Administration will work with emergency personnel
4. Principal will work with local media and public information officer

Evacuating the Building:

1. Upon signal from the Administration, the teacher guides/signals students out of the building
2. Students and staff proceed to an open, safe place away from emergency access
3. Students and staff wait until a signal is given
 - a. Return to class
 - b. Remain outside until decision is made to transport children from site
 - c. Initiate a communication to notify parents

Explosion or Risk Of Explosion

Explosion/Chemical Accident

Step 1:

1. If an explosion occurs, attempt to remain as calm as possible
2. Assess the immediate area. Are there injuries? Danger? Is it better inside or outside?

Step 2:

1. Act on situations to prevent injury and ensure safety
2. Move to an area where you are out of danger and you can control students. (This may be inside or outside).
3. Take roll
4. Render first aid if necessary
5. Await instructions from administration/authorities/HAZMAT.

Gas Leak/Suspicious Odors

Step 1:

1. Inform staff of designated places where emergency tools are located. Map of all shut-off valves and instructions for usage included on the back
2. If possible, turn off gas.
3. Notify all school personnel of leak/odor and/or possible emergency
4. Gather all information to determine if evacuation is necessary
5. Call EBMUD or PG&E
6. Have emergency cards/information available if evacuation is needed
7. If evacuation is executed, use fire-drill signal or procedures
8. Communicate with parent community
9. contact local fire and police department as appropriate

Fire in Surrounding Area

1. Principal/ Executive Director or designee call 911 to report incident
2. Principal/Executive or emergency personnel will determine whether a shelter in place or evacuation is appropriate
3. Principal/ Executive Director or designee will give "all clear" signal when emergency personnel have deemed the environment safe for students.

Fire on School Grounds

The School Administrator will call 911, sound the fire alarm, and notify the Superintendent and LEAD.

School Staff will:

1. supervise evacuation according to the Emergency Evacuation Plan posted in every classroom,
2. close doors upon evacuating,
3. take roll books and take roll at evacuation site, and
4. report missing students to the School Administrator.

Staff or ERT members will open necessary gates for emergency vehicles.

Re-occupy buildings when ordered to do so by local fire department

Flooding

Flood assessment (the day or night before)

1. Staff should be notified to be on alert
2. Determine if flood area at school or nearby streets
3. Staff meeting to inform emergency procedures
4. Consider canceling night activities for safety reasons
5. Record a message on school messenger "to listen to the radio for flood information"
6. Identify neighboring businesses for phone and water use
7. Have class lists and emergency information updated and siblings identified
8. Have support personnel assigned to classrooms or supervisor duty
9. Be sure staff members have their own personal emergency plans in place so that they can stay at school in case of emergency

Flood assessment (day of)

1. Report any major flooding on streets to administration
2. Administration is to do a walk through to assess school damage or potential flood areas
3. Executive Director will notify media if school is to be closed
4. If electricity is out, shut off electrical circuit breakers and gas valves
5. Use bullhorn system, runners, to communicate with classrooms if electricity is out
6. If some classrooms are flooded, designate higher-ground areas to "hold students and personnel"
7. Have emergency set of supplies
8. If children arrive at school and school is later closed, have a plan to notify parents and arrange for pick up and have siblings go to the same dismissal area if appropriate
9. Keep all administration informed
10. Contact local fire and police departments as appropriate

Loss or Failure Of Utilities

1. Notify Principal or designee
2. Contact PG&E
3. Consult with the Executive Director if school will be closed. If school is open, the Administrative Office team will provide food, water and restroom facilities
4. Principal or designee will determine whether evacuation or shelter in place is appropriate to ensure student safety.

Power Outage/ Rolling Blackouts:

It is the District's intent that schools will remain open during a power outage if brief.

How to Prepare for an Outage?

Ensure portable lighting (i.e., flashlights and batteries) is available at your school site.

1. Keep hallways and pathways clear at all times. Ensure school staff have established alternative teaching methods and plans to be used during power outages.
2. Conduct a survey of your school site for the classrooms and offices with no windows and identify relocation options.

During an Outage

Contact: Contact PG&E immediately if your school site is experiencing a blackout- see if it is a scheduled blackout or if any information is available on what caused it.

1. After 30 minutes, have pre-identified members walk through campus and check on the status of individuals in each building.
2. Ensure students use a buddy system when going to the restroom.
3. Do NOT use candles or gas lanterns.
4. Turn off computers, monitors, printers, copiers, major appliances, and lights when not in use or needed.

Motor Vehicle Crash

1. Principal or designee call 911 to report incident
2. Principal and emergency personnel will determine if shelter in place or evacuation is appropriate based on the level of damage and areas of damage.
3. Principal or designee will give an "all-clear" signal when emergency personnel have deemed the environment safe for students.
4. Counselors will be utilized to speak with traumatized students.
5. County resources will be notified if additional support is needed.
6. Students will be provided with a safe place to talk with trauma support providers.

Parent/Staff Exchange

All parents and staff members are expected to adhere to a code of conduct that promotes respect, courtesy, and a safe environment during any interactions within the school premises. In the event of an escalated parent situation where staff or parent feel threatened or unsafe:

1. Additional personnel should step in as needed to de-escalate the situation.
2. The incident should immediately be reported to the school administration or designated personnel.
 - a. Reports can be submitted in writing, ensuring that all relevant details are included, such as the date, time, location, persons involved, and description of the incident.
3. If necessary, the school may involve law enforcement authorities to address serious threats or criminal behavior.
4. Safety protocol shall be reviewed for protecting staff or parents from future interactions.
5. Procedures should be shared with all involved parties.

Psychological Trauma

The School Administrator will activate the School Psychological Team, which has primary responsibility for providing necessary assistance after all types of crises (including self harm at school, suicidal ideation).

1. The Psychological Team will assess the range of crisis intervention services needed during and following an emergency.
2. The Team may determine the need for additional psychological support and will contact the Executive Director to request additional mental health support.
3. The Psychological Team will provide direct intervention services.
4. The Psychological Team will advise and assist the School Administrator to restore regular school functions as efficiently and as quickly as possible.
5. In performing their duties, the Psychological Team members will limit exposure to scenes of trauma.
6. The Psychological Team should isolate students demonstrating externalized behavior.
7. The Psychological Team will provide ongoing assessment of needs and follow-ups services as required for both students and staff.
8. The school psychological team will contact local law enforcement as appropriate

Suspected Contamination of Food or Water

1. Notify Principal or designee
2. Contact EBMUD
3. Shut off water main
4. Cover contaminated water access to all

School processes:

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area.
2. The School Administrator will determine if they need to call "911."
3. The School Administrator will make a list of all potentially affected students and staff, and will provide the list to responding authorities.
4. The First Aid/Medical Team will assess the need for medical attention and provide first aid as appropriate.
5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.
6. The School Administrator will determine necessary follow-up actions including the need to notify other potentially affected facilities.
7. The School Administrator will confer with the County Department of Health Services before the resumption of normal operations.
8. The School Administrator will notify parents of the incident, as appropriate

Unlawful Demonstration or Walkout

Prior to the Demonstration/Walkout

Prior to a possible student demonstration or walkout, the building principal or designee shall:

1. Demonstrate willingness to discuss the issue(s) with any designated student/staff leader(s).
2. Approach the students/staff and attempt to determine the reason for their actions.
3. Direct the students to return to their classrooms and cease disrupting the school environment.

After a Demonstration/Walkout

After a student demonstration or walkout has taken place, the following procedures shall be carried out:

1. Doors shall be secured with an employee stationed at each door.
2. Attendance shall be taken in each classroom to develop a complete list of those students participating in the demonstration or walkout.
3. Police may be called for assistance.
4. Students participating in the demonstration or walkout shall be advised that they need to return to class and give their name as they enter the building.
5. Students participating in the demonstration or walkout who do not return to the building may be referred to the school administration for possible disorderly conduct or truancy charges.
6. Contact law enforcement as appropriate

Emergency Evacuation Routes

1. A paper copy of the site evacuation map is posted on the wall of every classroom. Each evacuation map is clearly marked with the particular classroom's evacuation location as well as the appropriate route to reach that location.
2. Maps are also available in every safety folder located in every classroom, office, and auxiliary space.
3. Safety folders are reviewed and distributed to all staff at a meeting in August.
4. Off-site Public Agency Use of School Buildings for Emergency Shelters availability confirmed each year for gathering location.

Coversheet

Financial Report

Section:	VI. Finance
Item:	A. Financial Report
Purpose:	Vote
Submitted by:	
Related Material:	FY2024-25 December DMU Template - v3.pdf



Contra Costa School of Performing Arts

DMS Monthly Update Actuals through: December 31, 2024





SUMMARY NARRATIVE

This report is intended to provide a financial update comparing the First Interim Budget with actuals through December 31st. Along with an update on the financial health of the organization, these updates are a means to review and detect coding and budgeting issues and to make corrections throughout the year. Reviewing and collaborating together on a monthly basis to thoughtfully address these issues, especially early in the year, are the key to successful financial reporting.

At this point with 50% of the year (6 months) completed, YTD expense results are 48% of the First Interim Budget.

IMPORTANT: monthly closing activities and entries will change these results.

Revenues through December 2024 were \$2.0 million: 45% of the First Interim Budget. It is important to keep in mind that state and federal revenues do not flow evenly throughout the year and for this reason YTD results are not a valuable measure of financial performance especially as the second half of the year will see decreases in revenue due to declining enrollment.

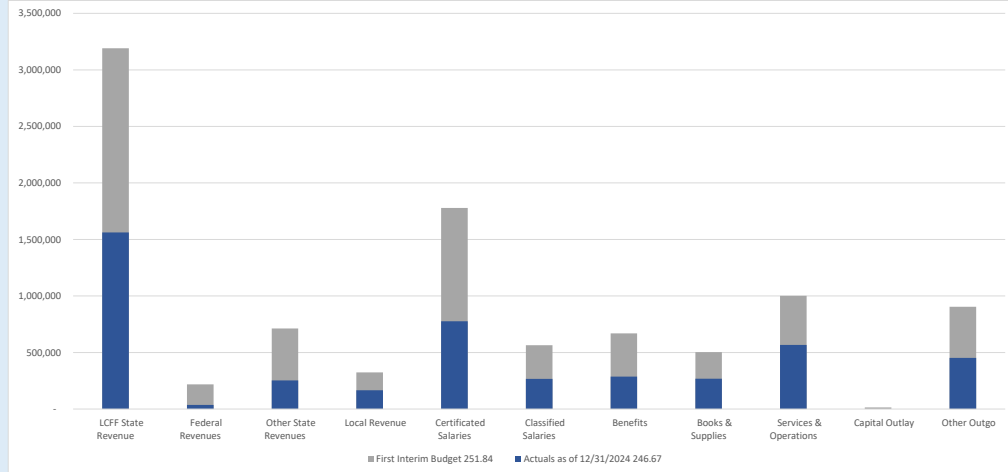
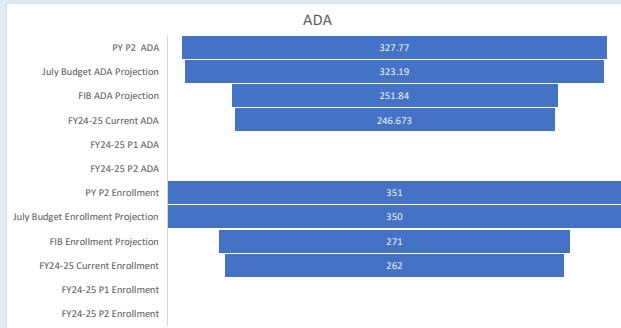
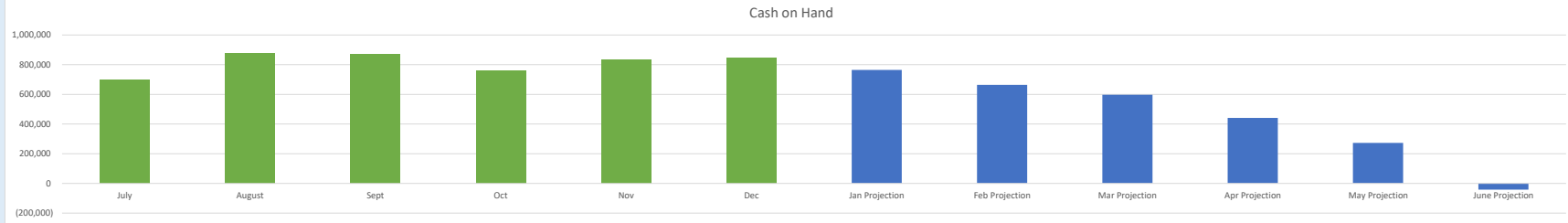
IMPORTANT: monthly closing activities and entries will change these results.

Cash Flow - A **preliminary cash flow for FY24-25 projects the school likely will not have sufficient funds to meet its financial obligations through the end of FY24-25.** **** The lowest projected Days Cash on Hand is 3 days in FY24-25. The projection of 3 days cash on-hand is based upon the school currently projecting enrollment of 262. If no further cuts are made and spending continues the trend of actuals, the school is likely to be in a negative cash position in June 2025.**

CoCoSPA needs to closely monitor and reduce expenditures where feasible going forward in order to meet its financial obligations. DMS and school management continue to work together to achieve this goal. DMS has implemented a weekly cash-flow monitoring tool internally to review viability of the projections so that real-time information may be relayed to management and the board should changes occur in between reporting cycles.

**Actuals are preliminary and subject to change as additional revenues and expenses are booked and reclasses initiated by*

Contra Costa School of Performing Arts Financial Dashboard December 31, 2024



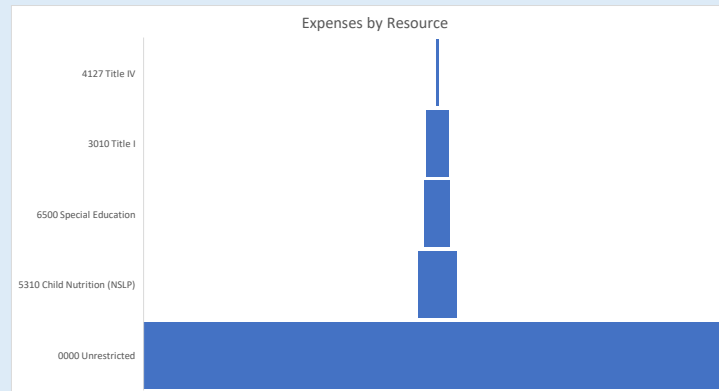
Balance Sheet Totals as of December 31, 2024

ASSETS

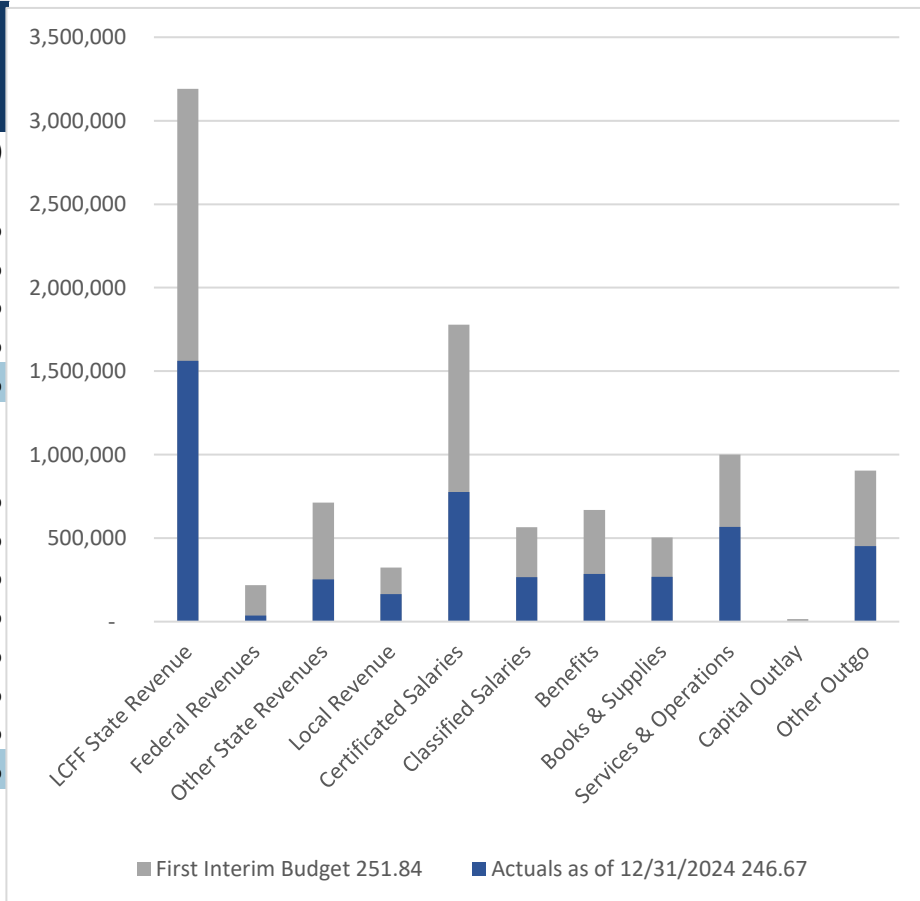
Cash & Equivalents	Cash	832,013
Total Cash & Equivalents		832,013
Current Assets	Current Assets	62,024
Total Current Assets		62,024
Fixed Assets	Fixed Assets and Depreciation	20,504,825
Total Fixed Assets		20,504,825
Total ASSETS		21,398,863

LIABILITIES

Current Liabilities	Current Liabilities	223,733
Total Current Liabilities		223,733
Long Term Liabilities	Long Term Liabilities	22,942,991
Total Long Term Liabilities		22,942,991
TOTAL LIABILITIES		23,166,724
Net Assets		(1,767,862)
Total Liabilities and Net Assets		21,398,863



Budget vs Actuals	First Interim Budget	Actuals as of 12/31/2024	% of Budget
ADA	251.84	246.67	(5.17)
Revenues			
LCFF State Revenue	3,191,190	1,561,616	49%
Federal Revenues	217,956	36,753	17%
Other State Revenues	712,445	253,841	36%
Local Revenue	324,570	165,479	51%
TTL Revenues	4,446,160	2,017,689	45%
Expenditures			
Certificated Salaries	1,778,361	776,944	44%
Classified Salaries	564,882	267,204	47%
Benefits	669,232	286,308	43%
Books & Supplies	504,024	268,126	53%
Services & Operations	1,001,336	567,680	57%
Capital Outlay	14,539	-	0%
Other Outgo	904,950	452,475	50%
Total Expenditures	5,437,325	2,618,738	48%
			% of Year
Operating Income/(Loss)	(991,164)	(601,049)	50%



Budget vs Actuals	Code	Description	First Interim Budget	Actuals as of 12/31/2024	% of Budget
Revenue					
LCFF Revenue					
	8011	LCFF Current Year	1,623,825	737,185	45%
	8012	Education Protection Account State Aid Current Year	51,647	16,389	32%
	8019	Unrestricted Revenue Prior Year	-	-	0%
	8096	In-Lieu-Of Property Taxes	1,515,718	808,042	53%
Total LCFF Revenue			3,191,190	1,561,616	49%
Federal Revenue					
	8181	Special Education Entitlement	51,114	-	0%
	8182	Special Education Discretionary Grants	-	-	0%
	8220	Child Nutrition Programs	103,532	-	0%
	8290	All Other Federal Revenue	63,310	36,753	58%
Total Federal Revenue			217,956	36,753	17%
Other State Revenue					
	8311	Other State Apportionments Current Year	216,779	89,454	41%
	8520	Child Nutrition	279,934	117,017	42%
	8550	Mandated Cost Reimbursements	11,574	-	0%
	8560	State Lottery Revenue	73,632	(40)	0%
	8590	All Other State Revenue	130,526	47,410	36%
Total Other State Revenue			712,445	253,841	36%
Local Revenue					
	8660	Interest	20,000	13,277	66%
	8695	CTEIG - Local Revenue	21,435	-	0%
	8697	Fundraising (School Site)	100,000	-	0%
	8698	Other Revenue (Suspense)	-	502	0%
	8699	All Other Local Revenue	183,135	151,701	83%
Total Local Revenue			324,570	165,479	51%
Total Revenue			4,446,160	2,017,689	45%
Expenditures					
Certificated Compensation					
	1100	Certificated Teachers' Salaries	1,358,409	553,793	41%
	1130	Substitute Teacher Salaries	27,526	13,503	49%
	1150	Certificated Extra Duty	11,000	15,555	141%

	1200 Certificated Pupil Support Salaries	111,814	59,048	53%
	1300 Certificated Supervisors' and Administrators' Salaries	269,612	135,046	50%
	1900 Other Certificated Salaries	-	0	0%
Total Certificated Compensation		1,778,361	776,944	44%
Classified Compensation				
	2100 Classified Instructional Salaries	199,746	55,405	28%
	2130 Classified Substitute Salaries	7,500	3,075	41%
	2200 Classified Support Salaries	28,820	5,275	18%
	2300 Classified Supervisors' and Administrators' Salaries	152,110	123,479	81%
	2400 Clerical, Technical, and Office Staff Salaries	176,706	79,970	45%
Total Classified Compensation		564,882	267,204	47%
Employee Benefits				
	3101 State Teachers' Retirement System, certificated positions	339,667	160,316	47%
	3212 Voluntary Retirement	4,644	2,212	48%
	3301 OASDI Medicare Alternative, certificated positions	62,000	23,997	39%
	3302 OASDI Medicare Alternative, classified positions	-	-	0%
	3401 Medical Cert	150,734	53,505	35%
	3402 Medical Classified	69,972	29,465	42%
	3501 State Unemployment Insurance, certificated positions	7,067	1,728	24%
	3502 State Unemployment Insurance, classified positions	-	-	0%
	3601 Workers' Compensation Insurance, certificated positions	26,675	11,721	44%
	3602 Workers' Compensation Insurance, classified positions	8,473	3,365	40%
Total Employee Benefits		669,232	286,308	43%
Books, Materials, & Supplies				
	4300 Materials and Supplies	24,594	26,679	108%
	4310 Materials and Supplies Software	4,804	4,946	103%
	4315 Instructional Materials & Supplies	-	823	0%
	4320 Educational Software	62,306	66,668	107%
	4390 Materials - Suspense	1,710	1,885	110%
	4400 Noncapitalized Equipment	15,611	15,611	100%
	4420 Non-Classroom Furn, Equip, & Supplies	-	-	0%
	4700 Student Food	395,000	151,514	38%
Total Books, Materials, & Supplies		504,024	268,126	53%
Outside Services & Other Operating Costs				
	5100 SpEd Contractors	12,126	6,012	50%
	5200 Travel and Conferences	-	850	0%
	5300 Dues and Memberships	15,123	23,373	155%
	5400 Insurance	67,221	49,449	74%
	5500 Operations and Housekeeping Services	2,858	2,318	81%
	5510 Utilities	231,000	101,486	44%

	5520 Water/Sewer/Waste	-	6,736	0%
	5535 Custodial, Janitorial, Gardening Services	81,120	42,733	53%
	5610 Facilities Rents and Leases	165,000	82,500	50%
	5615 Other Space Rental	3,834	(450)	0%
	5620 Equipment Leases	13,544	11,517	85%
	5630 Maintenance & Repairs	16,871	17,941	106%
	5800 Professional Services - Non-instructional	22,862	27,777	121%
	5810 Legal	30,000	16,243	54%
	5820 Audit & CPA	11,675	-	0%
	5825 Business Services	126,716	72,075	57%
	5836 Fundraising Expenses	50	50	100%
	5840 Advertising & Recruitment	50,000	31,751	64%
	5850 Oversight Fees	31,912	-	0%
	5860 Other Service Fees	14,690	21,043	143%
	5870 Live Scan	88	88	100%
	5880 Professional Services - Instructional	69,467	22,625	33%
	5881 Software	5,000	-	0%
	5887 Technology Services	20,458	25,694	126%
	5900 Communications	9,721	5,868	60%
Total Outside Services & Other Operating Costs		1,001,336	567,680	57%
Capital Expenditures				
	6900 Depreciation Expense	14,539	-	0%
Total Capital Expenditures		14,539	-	0%
Other Outgo				
	7438 Interest Expense - Long Term	904,950	452,475	50%
Total Other Outgo		904,950	452,475	50%
Total Expenditures		5,437,325	2,618,738	48%
Operating Income/Loss		(991,164)	(601,049)	50%

% of Year

**Contra Costa School of Performing Arts
2024-25 First Interim Budget
2024-25 Cash Flow**

Description	24-25 First Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Projected For Year
BEGINNING CASH		375,180	698,869	876,209	870,246	760,883	832,545	849,490	777,685	691,166	637,959	495,736	341,180		
CASH INFLOWS															
REVENUES															
LCFF State Aid	1,623,825	-	99,620	99,620	179,315	179,315	179,315	179,315	179,315	139,691	139,691	139,691	37,237	-	1,552,126
Education Protection Account	51,647	-	-	-	16,389	-	-	16,389	-	-	12,334	-	6,101	(1,878)	49,335
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,515,718	-	115,434	230,869	153,913	153,913	153,913	121,257	121,257	202,699	101,350	101,350	50,825	(58,929)	1,447,850
Other Federal Revenues	217,956	17,378	-	-	-	4,948	14,427	16,020	5,000	4,113	4,113	4,113	4,113	143,732	217,956
Other State Revenues	712,444	(20)	20,384	37,210	37,829	50,132	108,306	23,996	36,691	29,072	29,072	29,072	29,072	281,627	712,445
Local Revenues	324,570	12,155	6,991	8,629	9,092	99,200	29,413	-	-	-	-	-	-	159,090	324,570
TOTAL REVENUES	4,446,160	29,513	242,429	376,328	396,538	487,508	485,374	356,978	342,263	375,576	286,560	274,226	127,347	523,642	4,304,282
EXPENDITURES															
Certificated Salaries	1,778,361	38,967	152,836	146,034	141,657	145,508	151,941	136,948	136,948	136,948	136,948	136,948	136,948	179,730	1,778,361
Classified Salaries	564,882	21,137	46,889	49,862	49,752	53,013	46,551	49,088	49,088	49,088	49,088	49,088	49,088	3,150	564,882
Benefits	669,232	15,840	57,789	54,385	53,936	49,280	55,077	49,300	49,300	49,300	49,300	49,300	49,300	87,124	669,231
Books & Supplies	504,024	3,709	12,014	156,375	47,856	47,203	25,969	47,529	47,529	47,529	47,529	47,529	47,529	-	578,300
Services & Operations	1,001,336	128,767	65,493	130,050	102,360	73,172	67,839	70,505	70,505	70,505	70,505	70,505	70,505	10,626	1,001,337
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	(1)	904,953
TOTAL EXPENSES	5,437,325	283,833	410,433	612,119	470,974	443,589	397,790	428,783	428,782	428,782	428,782	428,782	443,321	280,629	5,511,602
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		687,258	40,864	119,201	22,907	-	-	-	-	-	-	-	-	-	870,230
Net Change in Payables		(109,249)	(45,520)	110,627	(57,834)	27,743	(70,639)	-	-	-	-	-	-	-	(144,872)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Inflows/(Outflows)		-	350,000	-	-	-	-	-	-	-	-	-	-	-	350,000
NET INFLOWS/OUTFLOWS		578,009	345,344	229,828	(34,927)	27,743	(70,639)	-	-	-	-	-	14,539	-	
ENDING CASH BALANCE		698,869	876,209	870,246	760,883	832,545	849,490	777,685	691,166	637,959	495,736	341,180	39,745		
Days Cash On Hand		46	58	58	51	55	56	52	46	42	33	23	3		

**Contra Costa School of Performing Arts
2024-25 First Interim Budget
2025-26 Cash Flow**

Description	2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		39,745	(404,526)	(400,705)	(456,576)	(477,934)	(430,540)	(777,094)	(802,809)	(849,182)	(845,486)	(953,992)	(1,078,044)		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,155,060	-	132,211	132,211	237,978	237,978	237,978	237,978	237,978	185,391	185,391	185,391	49,419	95,156	2,155,060
Education Protection Account	65,100	-	-	-	20,658	-	-	20,658	-	-	15,546	-	7,690	548	65,100
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,910,526	-	145,502	291,005	194,004	194,004	194,004	152,842	152,842	255,497	127,749	127,749	64,063	11,267	1,910,526
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	221,435	8,293	4,770	5,887	6,203	67,678	20,067	-	-	-	-	-	-	108,538	221,435
TOTAL REVENUES	4,952,869	8,293	282,482	429,102	458,842	499,660	452,048	411,478	390,820	440,889	328,686	313,140	121,171	816,257	4,952,869
EXPENDITURES															
Certificated Salaries	1,811,465	39,692	155,681	148,752	144,294	148,217	154,769	139,497	139,497	139,497	139,497	139,497	139,497	183,077	1,811,465
Classified Salaries	576,180	21,560	47,827	50,859	50,747	54,073	47,482	50,070	50,070	50,070	50,070	50,070	50,070	3,213	576,180
Benefits	703,913	16,661	60,784	57,203	56,731	51,834	57,931	51,855	51,855	51,855	51,855	51,855	51,855	91,640	703,913
Books & Supplies	517,733	3,810	12,341	160,628	49,158	48,487	26,675	48,822	48,822	48,822	48,822	48,822	48,822	(76,296)	517,733
Services & Operations	1,015,987	130,651	66,451	131,953	103,858	74,243	68,832	71,537	71,537	71,537	71,537	71,537	71,537	10,780	1,015,987
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	(4)	904,950
TOTAL EXPENSES	5,544,767	287,787	418,497	624,809	480,200	452,266	431,102	437,193	437,193	437,193	437,193	437,193	451,732	212,411	5,544,767
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		115,853	139,836	139,836	-	-	-	-	-	-	-	-	-		395,524
Net Change in Payables		(280,629)	-	-	-	-	-	-	-	-	-	-	-		(280,629)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-		-
Other Inflows/(Outflows)		-	-	-	-	-	(367,500)	-	-	-	-	-	-		(367,500)
NET INFLOWS/OUTFLOWS		(164,776)	139,836	139,836	-	-	(367,500)	-	-	-	-	-	-		
ENDING CASH BALANCE		(404,526)	(400,705)	(456,576)	(477,934)	(430,540)	(777,094)	(802,809)	(849,182)	(845,486)	(953,992)	(1,078,044)	(1,408,604)		
Days Cash On Hand		(27)	(27)	(30)	(32)	(29)	(52)	(53)	(56)	(56)	(63)	(72)	(94)		

Balance Sheet		Description	Total as of 12/31/2024
Assets			
Cash & Equivalents			
	Cash in Bank(s)	251,225	
	Cash in Bank (SWEEP)	580,788	
	Cash Collections Awaiting Deposit	-	
Total Cash & Equivalents		832,013	
Current Assets			
	Accounts Receivable	58,215	
	Due from Grantor Governments	3,809	
	Prepaid Expenditures (Expenses)	-	
Total Current Assets		62,024	
Fixed Assets			
	Buildings	36,467	
	Accumulated Depreciation Buildings	(10,000)	
	Equipment	442,838	
	Accumulated Depreciation Equipment	(427,390)	
	Lease Asset	21,666,611	
	Accumulated Depreciation	(1,203,700)	
Total Fixed Assets		20,504,825	
Total Assets			21,398,863
Liabilities			
Current Liabilities			
	Accounts Payable	151,911	
	Child Support Garnishment	49	
	Due to Grantor Governments	43,382	
Total Current Liabilities		223,733	
Long Term Liabilities			
	Current Loans	350,000	
	Deferred Revenue	108,523	
	Lease Liability	22,484,467	
Total Long Term Liabilities		22,942,991	
Total Liabilities			23,166,724
Net Assets			(1,767,862)
Total Liabilities + Net Assets			21,398,863

Coversheet

Notice of Violation

Section:	VII. Other Business
Item:	A. Notice of Violation
Purpose:	Discuss
Submitted by:	
Related Material:	NOV CCSPA 12.18.24 (1).pdf CCCBOE Meeting 12.18.24 - CCSPA NOV Proposal.pdf



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

December 18, 2024

Via: Postal and Electronic Mail

Catherine Foster, Executive Director
ChartHouse Public Schools Governing Board
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

RE: Notice of Violation

Dear Executive Director Foster and Trustees of the ChartHouse Public Schools Governing Board:

Pursuant to Education Code Section 47607, and as authorized by the Contra Costa County Board of Education at its December 18th, 2024 regular board meeting, the Contra Costa County Office of Education hereby issues this Notice of Violation to the Contra Costa School of Performing Arts (hereinafter "CCSPA" or "Charter").

EC § 47607(f): A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.*
- (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 law.*

As described in the following sections, the Contra Costa County Office of Education has determined that there is substantial evidence that CCSPA has committed a material violation of the conditions, standards, or procedures set forth in their charter and has engaged in fiscal mismanagement. In accordance with Education Code Section 47607(g), prior to revocation, the chartering authority is required to notify the charter school of any violation and give the charter school a reasonable opportunity for remedy.

CCSPA has repeatedly shown that they are not operating in a financially sound manner and are at significant and immediate risk for fiscal insolvency. The most recent indication of this is the CCSPA 2024-2025 First Interim Report (see "Exhibit A") which shows an ending fund balance for this fiscal year of \$(1,969,872.81). A deeply concerning pattern of deficit spending and increasing negative fund balance has developed over the last three years. This was first noted in February of 2022 when CCSPA was issued a Notice of Concern from the Contra Costa County Office of Education (see "Exhibit B"). Since then, the status of the Charter has not improved and in February 2023 and January 2024 similar Notices of Concern were issued to CCSPA including requirements to adhere to strict monitoring and support

plans (also included in "Exhibit B"). Unfortunately, CCSPA's financial position has deteriorated to such a precarious state that the ability for the Charter to continue operations without critical and damaging disruption to school programs or mid-year closure is in question, as evidenced by the cash flow projections in the 2024-2025 First Interim which show a negative balance before the end of the fiscal year.

As cited in the Memorandum of Understanding (see "Exhibit C") between CCSPA and the Contra Costa County Board and Office of Education, the Charter is expected to operate in a financially sound fashion, including maintaining prudent reserves at least equivalent to those required of a school district of similar size. Based on the reported ADA of Contra Costa School of Performing Arts for the 2024-2025 school year, the reserve expectation is five percent (5%). CCSPA has not been able to attain this standard for some time and declining enrollment (see "Exhibit D") since the 2021-2022 year has exacerbated the shortfalls. The disparity between CCSPA's financial reality and the plans articulated in their currently authorized charter petition have severely compromised CCSPA's ability to achieve its stated mission.

While CCSPA has made good faith attempts to address these concerns, ultimately any plans have fallen woefully short of curing the fundamental problems. The current multi-year projections provided in the 2024-2025 First Interim Report only show increasing financial instability such that it would be unsound and irresponsible to allow CCSPA to continue operations under the provided assumptions.

In order to remedy this violation and address noted concerns, we request that you prepare and submit the following:

1. Revised multi-year budget projections assuming static enrollment growth for 2025-2026 and 2026-2027 that meet the required annual minimum reserve standard
2. Accompanying narrative (and supporting documentation as appropriate) that details the budget revisions made to the MYP

Please provide written confirmation that the Charter has taken the above steps, and submit pertinent documentation, to our office no later than Friday, February 7th, 2025. Failure to submit as requested or submitting documentation that does not adequately address the violation may result in the Contra Costa County Office of Education issuing a Notice of Intent to Revoke under Education Code Section 47607(h).

If you have any questions or concerns, please reach out to me via phone or email to schedule an appointment.

Sincerely,



Neil McChesney
Coordinator, Charter School Oversight
Contra Costa County Office of Education
(925) 942-3381
nmcchesney@cccoe.k12.ca.us

Enclosures: Exhibits A - D

cc: Shannon Ortland, Assistant Superintendent, CCCOE Educational Services
Daniela Parasidis, Deputy Superintendent, CCCOE Business Services
Lynn Mackey, CCC Superintendent of Schools

EXHIBIT A

**CHARTER SCHOOL
FY 2024-25 FIRST INTERIM BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: Contra Costa School of Performing Arts
CDS #: 07-10074-0134114
Charter Approving Entity: Contra Costa County Office of Education
County: Contra Costa
Charter #: 1773
Fiscal Year: 2024/25

To the entity that approved the charter school:

(X) 2024/25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signature: _____
Charter School Official
(Original signature required)

Date: _____

Print Name: Catherine Foster

Print Title: Executive Director

To the County Superintendent of Schools:

() 2024/25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____
 Authorized Representative of Charter Approving Entity
 (Original signature required)

Date: _____

Print Name: Lynn Mackey

Title: Superintendent of Schools

For additional information on the BUDGET, please contact:

For Approving Entity:

Glenn Pena
Name
External Business Services Director
Title
925-942-3411
Telephone
gpena@cccoe.k12.ca.us
E-mail address

For Charter School:

Debbie Howard
Print Name
Finance Director
Title
916-649-6461 x 148
Telephone
Debbie.Howard@charteradmin.com
E-mail address

() 2024/25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____
 County Superintendent/Designee
 (Original signature required)

Date: _____

INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
1st Interim Budget Detail

Charter School Name: Contra Costa School of Performing Arts

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
State Aid - Current Year	8011	2,218,328.00		2,218,328.00	300,924.23		300,924.23	1,623,825.00		1,623,825.00
EPA - Current Year	8012	65,100.00		65,100.00	16,389.00		16,389.00	51,647.18		51,647.18
State Aid - Prior Years	8019	-		-	-		-	-		-
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,712,591.00		1,712,591.00	500,216.00		500,216.00	1,515,718.21		1,515,718.21
Other LCFF Transfers	8091, 8097			-			-			-
Total, LCFF Sources		3,996,019.00	-	3,996,019.00	817,529.23	-	817,529.23	3,191,190.39	-	3,191,190.39
2. Federal Revenues										
No Child Left Behind/Every Student Succeeds Act	8290		64,081.00	64,081.00		17,378.00	17,378.00		63,310.00	63,310.00
Special Education - Federal	8181		50,450.00	50,450.00			-		51,114.01	51,114.01
Child Nutrition - Federal	8220		221,715.17	221,715.17			-		103,532.00	103,532.00
Donated Food Commodities	8221		-	-		-	-			-
Other Federal Revenues	8110, 8260-8299		-	-		-	-			-
Total, Federal Revenues		-	336,246.17	336,246.17	-	17,378.00	17,378.00	-	217,956.01	217,956.01
3. Other State Revenues										
Special Education - State	StateRevSE		320,311.00	320,311.00		39,136.00	39,136.00		216,779.09	216,779.09
All Other State Revenues	StateRevAO	71,254.00	339,547.00	410,801.00	(40.00)	44,774.90	44,734.90	63,089.35	432,576.06	495,665.41
Total, Other State Revenues		71,254.00	659,858.00	731,112.00	(40.00)	83,910.90	83,870.90	63,089.35	649,355.15	712,444.50
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	263,435.00	-	263,435.00	34,347.37	2,150.00	36,497.37	324,569.52	-	324,569.52
Total, Local Revenues		263,435.00	-	263,435.00	34,347.37	2,150.00	36,497.37	324,569.52	-	324,569.52
5. TOTAL REVENUES		4,330,708.00	996,104.17	5,326,812.17	851,836.60	103,438.90	955,275.50	3,578,849.25	867,311.17	4,446,160.42
B. EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	1,363,847.32	280,517.76	1,644,365.08	331,855.01	16,673.76	348,528.77	1,212,325.13	184,610.20	1,396,935.32
Certificated Pupil Support Salaries	1200	-	111,813.84	111,813.84	-	40,934.61	40,934.61	100,622.79	11,191.05	111,813.84
Certificated Supervisors' and Administrators' Salaries	1300	269,612.00	-	269,612.00	90,030.64	-	90,030.64	269,612.00	-	269,612.00
Other Certificated Salaries	1900			-			-			-
Total, Certificated Salaries		1,633,459.32	392,331.60	2,025,790.92	421,885.65	57,608.37	479,494.02	1,582,559.92	195,801.25	1,778,361.16
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	-	158,645.78	158,645.78	16,569.82	20,146.21	36,716.03	(2,791.72)	210,037.49	207,245.77
Non-certificated Support Salaries	2200	-	-	-	320.65	535.61	856.26	-	28,820.40	28,820.40
Non-certificated Supervisors' and Administrators' Salaries	2300	66,414.40	-	66,414.40	71,949.18	5,977.32	77,926.50	152,110.40	-	152,110.40
Clerical and Office Salaries	2400	165,349.74	-	165,349.74	52,141.45	-	52,141.45	176,705.87	-	176,705.87
Other Non-certificated Salaries	2900	10,850.00	-	10,850.00			-			-
Total, Non-certificated Salaries		242,614.14	158,645.78	401,259.92	140,981.10	26,659.14	167,640.24	326,024.55	238,857.89	564,882.44

INTERIM FINANCIAL REPORT - ALTERNATIVE FORM

1st Interim Budget Detail

Charter School Name: Contra Costa School of Performing Arts

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
3. Employee Benefits										
STRS	3100	311,990.73	74,935.34	386,926.07	91,436.33	11,445.17	102,881.50	294,577.47	45,089.51	339,666.98
PERS	3200	-	-	-	1,368.77	-	1,368.77	4,644.00	-	4,644.00
OASDI / Medicare / Alternative	3300	42,245.13	17,825.21	60,070.34	12,378.92	2,709.52	15,088.44	41,990.21	20,009.51	61,999.72
Health and Welfare Benefits	3400	159,936.00	29,988.00	189,924.00	45,698.81	6,228.73	51,927.54	180,592.48	40,113.84	220,706.32
Unemployment Insurance	3500	9,380.33	2,754.89	12,135.22	1,354.35	-	1,354.35	5,274.45	1,792.51	7,066.96
Workers' Compensation Insurance	3600	28,141.11	8,264.67	36,405.78	8,119.04	1,210.91	9,329.95	28,355.36	6,793.32	35,148.68
OPEB, Allocated	3700			-	-	-	-	-	-	-
OPEB, Active Employees	3751			-	-	-	-	-	-	-
Other Employee Benefits	3900			-	-	-	-	-	-	-
Total, Employee Benefits		551,693.30	133,768.11	685,461.41	160,356.22	21,594.33	181,950.55	555,433.97	113,798.69	669,232.66
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100			-	-	-	-			-
Books and Other Reference Materials	4200			-	-	-	-			-
Materials and Supplies	4300	55,430.08	-	55,430.08	92,867.61	545.70	93,413.31	69,524.11	23,888.84	93,412.95
Noncapitalized Equipment	4400	45,565.03	-	45,565.03	7,383.35	8,227.66	15,611.01	7,383.35	8,227.66	15,611.01
Food	4700	-	351,741.17	351,741.17	-	107,610.52	107,610.52	-	395,000.00	395,000.00
Total, Books and Supplies		100,995.11	351,741.17	452,736.28	100,250.96	116,383.88	216,634.84	76,907.46	427,116.50	504,023.96
5. Services and Other Operating Expenditures										
Subagreements for Services	5100	-	12,126.00	12,126.00			-	-	12,126.00	12,126.00
Travel and Conferences	5200	-	-	-	-	-	-	-	-	-
Dues and Memberships	5300	36,460.24	-	36,460.24	15,122.68	-	15,122.68	15,122.68	-	15,122.68
Insurance	5400	67,221.44	-	67,221.44	18,129.94	-	18,129.94	67,221.44	-	67,221.44
Operations and Housekeeping Services	5500	363,172.00	-	363,172.00	126,252.55	-	126,252.55	314,977.62	-	314,977.62
Rentals, Leases, Repairs, and Noncap. Improvements	5600	199,249.36	-	199,249.36	57,401.91	-	57,401.91	199,249.36	-	199,249.36
Transfers of Direct Costs	5700	-	-	-	-	-	-	-	-	-
Professional/Consulting Services & Operating Expenditures	5800	387,445.03	69,467.00	456,912.03	147,495.26	13,698.08	161,193.34	313,450.58	69,467.00	382,917.58
Communications	5900	9,721.33	-	9,721.33	4,880.88	-	4,880.88	9,721.33	-	9,721.33
Total, Services and Other Operating Expenditures		1,063,269.40	81,593.00	1,144,862.40	369,283.22	13,698.08	382,981.30	919,743.01	81,593.00	1,001,336.01
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accrual basis only)										
Land and Land Improvements	6100			-	-	-	-	-	-	-
Buildings and Improvements of Buildings	6200			-	-	-	-	-	-	-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-	-	-	-	-	-	-
Equipment	6400			-	-	-	-	-	-	-
Equipment Replacement	6500			-	-	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	14,539.00		14,539.00	-	-	-	14,539.00	-	14,539.00
Total, Capital Outlay		14,539.00	-	14,539.00	-	-	-	14,539.00	-	14,539.00

INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
1st Interim Budget Detail

Charter School Name: Contra Costa School of Performing Arts

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
7. Other Outgo										
Tuition to Other Schools	7110-7143			-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213			-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			-			-			-
All Other Transfers	7281-7299			-			-			-
Transfers of Indirect Costs	7300-7399			-			-			-
Debt Service:										
Interest	7438	904,950.00		904,950.00	226,237.50		226,237.50	904,950.00	-	904,950.00
Principal (for modified accrual basis only)	7439			-			-		-	-
Total, Other Outgo		904,950.00	-	904,950.00	226,237.50	-	226,237.50	904,950.00	-	904,950.00
8. TOTAL EXPENDITURES		4,511,520.27	1,118,079.66	5,629,599.93	1,418,994.65	235,943.80	1,654,938.45	4,380,157.90	1,057,167.33	5,437,325.23
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(180,812.27)	(121,975.49)	(302,787.76)	(567,158.05)	(132,504.90)	(699,662.95)	(801,308.65)	(189,856.16)	(991,164.81)
D. OTHER FINANCING SOURCES / USES										
1. Other Sources	8930-8979			-			-			-
2. Less: Other Uses	7630-7699			-			-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			-			-			-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-	-	-	-	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(180,812.27)	(121,975.49)	(302,787.76)	(567,158.05)	(132,504.90)	(699,662.95)	(801,308.65)	(189,856.16)	(991,164.81)
F. FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
a. As of July 1	9791	(978,708.00)		(978,708.00)			-			-
b. Adjustments to Beginning Balance	9793, 9795		-	-	-	-	-		-	-
c. Adjusted Beginning Balance			-	(978,708.00)	-	-	-		-	-
2. Ending Fund Balance, June 30 (E + F.1.c.)		(180,812.27)	(121,975.49)	(1,281,495.76)	(567,158.05)	(132,504.90)	(699,662.95)	(801,308.65)	(189,856.16)	(991,164.81)

INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
1st Interim Budget Detail

Charter School Name: Contra Costa School of Performing Arts

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Components of Ending Fund Balance:										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711			-			-			-
Stores (equals object 9320)	9712			-			-			-
Prepaid Expenditures (equals object 9330)	9713			-			-			-
All Others	9719			-			-			-
b. Restricted	9740			-			-			-
c. Committed				-			-			-
1. Stabilization Arrangements	9750			-			-			-
2. Other Commitments	9760			-			-			-
d. Assigned	9780			-			-			-
e. Unassigned/Unappropriated				-			-			-
1. Reserve for Economic Uncertainties	9789			-			-			-
2. Unassigned/Unappropriated Amount	9790M	-	-	-	-	-	-	-	-	-
f. Components of Ending Net Position										
1. Net Investment in Capital Assets	9796			-	-	-	-			-
2. Restricted Net Position	9797		(121,975.49)	(121,975.49)		(132,504.90)	(132,504.90)		(189,856.16)	(189,856.16)
3. Unrestricted Net Position	9790A	(180,812.27)		(180,812.27)	(567,158.05)		(567,158.05)	(801,308.65)		(801,308.65)

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

First Interim Report - MYP

Description	Object Code	FY			Totals	Totals
		Unrestricted	Restricted	Total	FY 2025/26	FY 2026/27
A. REVENUES						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	1,623,825.00	-	1,623,825.00	2,155,060.00	2,398,409.00
EPA - Current Year	8012	51,647.18	-	51,647.18	65,100.00	69,750.00
State Aid - Prior Years	8019	-	-	-	-	-
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,515,718.21	-	1,515,718.21	1,910,525.52	2,046,991.63
Other LCFF Transfers	8091, 8097	-	-	-	-	-
Total, LCFF Sources		3,191,190.39	-	3,191,190.39	4,130,685.52	4,515,150.63
2. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	-	63,310.00	63,310.00		
Special Education - Federal	8181, 8182	-	51,114.01	51,114.01	39,271.98	50,720.26
Child Nutrition - Federal	8220	-	103,532.00	103,532.00		
Donated Food Commodities	8221	-	-	-		
Other Federal Revenues	8110, 8260-8299	-	-	-	53,121.92	67,008.64
Total, Federal Revenues		-	217,956.01	217,956.01	92,393.90	117,728.90
3. Other State Revenues						
Special Education - State	StateRevSE		216,779.09	216,779.09	279,973.00	299,971.07
All Other State Revenues	StateRevAO	63,089.35	432,576.06	495,665.41	228,382.00	240,755.00
Total, Other State Revenues		63,089.35	649,355.15	712,444.50	508,355.00	540,726.07
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	324,569.52	-	324,569.52	221,435.00	221,435.00
Total, Local Revenues		324,569.52	-	324,569.52	221,435.00	221,435.00
5. TOTAL REVENUES		3,578,849.25	867,311.17	4,446,160.42	4,952,869.41	5,395,040.60
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,212,325.13	184,610.20	1,396,935.32	1,422,410.25	1,516,972.75
Certificated Pupil Support Salaries	1200	100,622.79	11,191.05	111,813.84	114,050.12	116,331.12
Certificated Supervisors' and Administrators' Salaries	1300	269,612.00	-	269,612.00	275,004.24	280,504.32
Other Certificated Salaries	1900	-	-	-	-	-
Total, Certificated Salaries		1,582,559.92	195,801.25	1,778,361.16	1,811,464.60	1,913,808.20
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	(2,791.72)	210,037.49	207,245.77	211,390.69	250,618.50
Non-certificated Support Salaries	2200	-	28,820.40	28,820.40	29,396.81	29,984.74
Non-certificated Supervisors' and Administrators' Salaries	2300	152,110.40	-	152,110.40	155,152.61	158,255.66
Clerical and Office Salaries	2400	176,705.87	-	176,705.87	180,239.99	183,844.79
Other Non-certificated Salaries	2900	-	-	-	-	-
Total, Non-certificated Salaries		326,024.55	238,857.89	564,882.44	576,180.09	622,703.69
3. Employee Benefits						
STRS	3100	294,577.47	45,089.51	339,666.98	345,989.74	365,537.36
PERS	3200	4,644.00	-	4,644.00		
OASDI / Medicare / Alternative	3300	41,990.21	20,009.51	61,999.72	63,174.02	67,112.85
Health and Welfare Benefits	3400	180,592.48	40,113.84	220,706.32	251,733.64	284,312.32
Unemployment Insurance	3500	5,274.45	1,792.51	7,066.96	7,201.04	7,650.02
Workers' Compensation Insurance	3600	28,355.36	6,793.32	35,148.68	35,814.70	38,047.71
OPEB, Allocated	3700	-	-	-	-	-
OPEB, Active Employees	3800	-	-	-	-	-
Other Employee Benefits	3900	-	-	-	-	-
Total, Employee Benefits		555,433.97	113,798.69	669,232.66	703,913.13	762,660.26
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	-	-	-		
Books and Other Reference Materials	4200	-	-	-		
Materials and Supplies	4300	69,524.11	23,888.84	93,412.95	95,953.78	98,563.73
Noncapitalized Equipment	4400	7,383.35	8,227.66	15,611.01	16,035.63	16,471.80
Food	4700	-	395,000.00	395,000.00	405,744.00	416,780.24
Total, Books and Supplies		76,907.46	427,116.50	504,023.96	517,733.41	531,815.76

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP

Description	Object Code	FY			Totals	Totals
		Unrestricted	Restricted	Total	FY 2025/26	FY 2026/27
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	12,126.00	12,126.00	12,455.83	12,794.63
Travel and Conferences	5200	-	-	-		
Dues and Memberships	5300	15,122.68	-	15,122.68	15,534.02	15,956.54
Insurance	5400	67,221.44	-	67,221.44	69,049.86	70,928.02
Operations and Housekeeping Services	5500	314,977.62	-	314,977.62	323,545.01	332,345.44
Rentals, Leases, Repairs, and Noncap. Improvements	5600	199,249.36	-	199,249.36	214,681.94	229,667.63
Transfers of Direct Costs	5700	-	-	-		
Professional/Consulting Services & Operating Expenditures	5800	313,450.58	69,467.00	382,917.58	370,734.53	380,818.51
Communications	5900	9,721.33	-	9,721.33	9,985.75	10,257.36
Total, Services and Other Operating Expenditures		919,743.01	81,593.00	1,001,336.01	1,015,986.95	1,052,768.13
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Land and Land Improvements	6100	-	-	-		
Buildings and Improvements of Buildings	6200	-	-	-		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-		
Equipment	6400	-	-	-		
Equipment Replacement	6500	-	-	-		
Depreciation Expense (for accrual basis only)	6900	14,539.00	-	14,539.00	14,539.00	14,539.00
Total, Capital Outlay		14,539.00	-	14,539.00	14,539.00	14,539.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-
Debt Service:						
Interest	7438	904,950.00	-	904,950.00	904,950.00	904,950.00
Principal (for modified accrual basis only)	7439	-	-	-	-	-
Total, Other Outgo		904,950.00	-	904,950.00	904,950.00	904,950.00
8. TOTAL EXPENDITURES		4,380,157.90	1,057,167.33	5,437,325.23	5,544,767.18	5,803,245.04
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(801,308.65)	(189,856.16)	(991,164.81)	(591,897.77)	(408,204.44)
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(801,308.65)	(189,856.16)	(991,164.81)	(591,897.77)	(408,204.44)
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	(978,708.00)		(978,708.00)	(1,969,872.81)	(2,561,770.58)
b. Adjustments to Beginning Balance	9793, 9795	(978,708.00)	-	(978,708.00)	(1,969,872.81)	(2,561,770.58)
c. Adjusted Beginning Balance		(1,780,016.65)	(189,856.16)	(1,969,872.81)	(2,561,770.58)	(2,969,975.02)
2. Ending Fund Balance, June 30 (E + F.1.c.)						

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP

Description	Object Code	FY			Totals FY 2025/26	Totals FY 2026/27
		Unrestricted	Restricted	Total		
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-		
Stores (equals object 9320)	9712	-	-	-		
Prepaid Expenditures (equals object 9330)	9713	-	-	-		
All Others	9719	-	-	-		
b. Restricted	9740		-	-		
c. Committed				-		
1. Stabilization Arrangements	9750	-		-		
2. Other Commitments	9760	-		-		
d. Assigned	9780			-	-	-
e. Unassigned/Unappropriated				-		
1. Reserve for Economic Uncertainties	9789			-		
2. Unassigned/Unappropriated Amount	9790M	-	-	-	-	-
f. Components of Ending Net Position						
1. Net Investment in Capital Assets	9796	-	-	-		
2. Restricted Net Position	9797		(189,856.16)	(189,856.16)		
3. <u>Unrestricted Net Position</u>	9790A	(1,780,016.65)		(1,780,016.65)	(2,561,770.58)	(2,969,975.02)

EXHIBIT B



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

January 18, 2024

Via: Postal and Electronic Mail

Catherine Foster, Executive Director
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

RE: Notice of Concern – Violation of MOU

Dear Executive Director Foster:

This letter constitutes a formal Notice of Concern to Contra Costa School of Performing Arts ("School") Leadership for violations of the Memorandum of Understanding between the Contra Costa County Board of Education and Contra Costa School of Performing Arts ("MOU").

The MOU states:

20. Financial Reporting

20.2. SPA shall maintain reserves of no less than three percent (3%) based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions

In addition to the above referenced MOU provision, the MOU addendum titled "Schedule A" cites *CCR, Title 5, Section 15443* as a guide for the specific reserve standard of charter schools authorized by the CCCBOE; the School is expected to maintain prudent reserves at least equivalent to those required of a school district of similar size. Based on the reported ADA of Contra Costa School of Performing Arts, the reserve expectation is four percent (4%). In the School's 2023-2024 First Interim Report submitted to the COE in December of 2023, the multiyear projections included reserve numbers that fell below this minimum requirement. Furthermore, no explanation was offered or included in the budget submission.

In addition to the specific MOU violation, the Contra Costa County Office of Education has serious ongoing concerns about the fiscal solvency of the organization. A pattern of instability has developed over the last several years that includes deficit spending, inaccurate and/or unattainable budget projections, and a lack of clarity with regard to facilities expenses and accounting. According to the Memorandum of Understanding between the Contra Costa County Board of Education and Contra Costa School of Performing Arts ("MOU"), the School is expected to operate in a "financially sound fashion." In addition, the MOU addendum titled "Schedule A" stipulates that the School must "show viable plans for addressing forecasted budget shortfalls."

In order to remedy this violation and address noted concerns, we request that you prepare and submit the following:

1. Revised multi-year budget projections assuming static enrollment growth for 2024-2025 and 2025-2026 that still meets the required 4% minimum reserve standard
2. Accompanying narrative highlighting the budget revisions made to balance this more conservative version of the MYP
3. Status report of enrollment and attendance data to date for 2023-2024 (disaggregated by grade level)
4. Status report of enrollment data for 2024-2025 including commitments from currently enrolled students as well as new enrollment (disaggregated by grade level)
5. Narrative explanation of current facilities accounting practices including explanation of changes in budget report entries for "Rent and Leases" and "Interest on Long-term Debt"
6. Narrative explanation of viable facilities scenarios for 2024-2025 and beyond that include a breakdown of the budget implications for each proposed scenario

The complete MOU and Schedule A are attached for your reference. Please provide written confirmation that the School has taken the above steps, and submit pertinent documentation, to our office no later than Wednesday, February 21st, 2024. Failure to do so may result in the County Office of Education issuing a Notice of Violation under Education Code section 47607(f).

If you have any questions or concerns, please reach out to me via phone or email to schedule an appointment.

Sincerely,



Neil McChesney
Coordinator, Charter School Oversight
Contra Costa County Office of Education
(925) 942-3381
nmcchesney@cccoe.k12.ca.us

Enclosures: 2

cc: Shannon Ortland, Assistant Superintendent, Educational Services
Daniela Parasidis, Deputy Superintendent, Business Services
Lynn Mackey, CCC Superintendent of Schools



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

June 20, 2024

TO: Catherine Foster, Executive Director, Contra Costa School of Performing Arts
Heather Vega, Board Chairperson, ChartHouse Public Schools

FR: Neil McChesney, CCCOE Coordinator of Charter School Oversight

CC: Shannon Ortland, Assistant Superintendent, CCCOE Education Services
Lynn Mackey, CCC Superintendent of Schools

RE: Follow up to Notice of Concern originally issued on 1.18.24

On January 18th, 2024 Contra Costa School of Performing Arts was issued a Notice of Concern stemming from a violation of the reserve standard expected in the charter's Memorandum of Understanding with the Contra Costa County Board of Education. As noted in the NOC, the Contra Costa County Office of Education is concerned not only about this violation, but the larger pattern of fiscal instability for CCSPA.

In order to move forward into the 2024-25 school year with confidence and resolve this Notice of Concern, CCSPA must adhere to the following additional requirements:

- 1) CCSPA will submit a budget narrative to accompany their final Board approved 2024-25 budget that details all major revisions, validates key assumptions, and that provides information about specific systems and strategies they will implement to ensure conservative, compliant, and accurate financial management over the course of the year.
- 2) CCSPA will submit monthly enrollment/ADA report with grade level breakdown, cash position and book balance reports, and a general ledger report to the CCCOE so that the authorizer may regularly assess the charter's fiscal position and budget adherence. These reports will be due by the 1st of the month beginning on July 1st, 2024 and continuing through the entirety of the 2024-25 fiscal year. The CCCOE may add to or revise the list of monthly submission requirements as needed.
- 3) CCSPA will meet monthly with a team from CCCOE to review and discuss the data submission and answer any questions or address any concerns.
- 4) CCSPA will be provided monthly targeted assistance from a designated representative of School Services of California (or a similar agency of CCCOE choosing). CCSPA will be responsible for scheduling up to five hours of this assistance per month over the course of the 2024-25 school year. The purpose of this time will be to provide additional guidance and oversight for CCSPA budget work and financial management.

Failure to complete these requirements and/or increased concerns about fiscal instability may result in the County Office of Education issuing another Notice of Concern or a Notice of Violation under Education Code section 47607(f).

If you have any questions or concerns, please reach out to me via phone or email to schedule an appointment.



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

February 14, 2023

Via: Postal and Electronic Mail

Dr. Brandy Byers, Executive Director
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

RE: Notice of Concern – Fiscal Solvency

Dear Executive Director Byers:

This letter constitutes a formal Notice of Concern to Contra Costa School of Performing Arts ("School") Leadership. The Contra Costa County Office of Education has reviewed the School's 2022-23 First Interim Report and has serious concerns about the fiscal solvency of the organization.

The Contra Costa School of Performing Arts 2021-22 Unaudited Actuals reflected a net decrease in fund balance of \$(456,376.40). The current year projections submitted in the 2022-23 First Interim Report reflect a net decrease in fund balance of \$(390,978.28). While the minimum reserve standard of 4% is met as presented in your First Interim multi-year projection, this two-year pattern of losses is indicative of significant financial distress and necessitates a closer review of the underlying assumptions. As a primary example of concern, the enrollment projections for the 2023-24 and 2024-25 school years are based on growth targets that may be unattainable given the pattern of the School's declining enrollment over the past two years. If the School was not able to achieve these enrollment numbers, the current budget would be unsustainable.

According to the Memorandum of Understanding between the Contra Costa County Board of Education and Contra Costa School of Performing Arts ("MOU"), the School is expected to operate in a "financially sound fashion." In addition, the MOU addendum titled "Schedule A" stipulates that the School must "show viable plans for addressing forecasted budget shortfalls." Based on our understanding of the School's current financial status, we request that you prepare and submit the following:

1. Revised multi-year budget projections assuming static enrollment growth for 2023-24 and 2024-25 and that still meets the required 4% minimum reserve standard
2. Accompanying narrative highlighting the budget revisions made to balance this more conservative version of the MYP (it is our expectation that the School will need to restructure any long-term debt in order to provide necessary financial relief – please address these plans in your narrative)
3. Evidence of concrete enrollment data for the 2023-24 school year (it is our understanding that the School's open enrollment period has closed – please provide a status report)

Please provide written confirmation that the School has taken the above steps, and submit pertinent documentation, to our office no later than Wednesday, March 15th, 2023. Failure to do so may result in the County Office of Education issuing a Notice of Violation under Education Code section 47607(f).

If you have any questions or concerns, please reach out to me via phone or email to schedule an appointment.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. McChesney', written in a cursive style.

Neil McChesney
Coordinator, Charter School Oversight
Contra Costa County Office of Education
(925) 942-3381
nmcchesney@cccoe.k12.ca.us

cc: Marsha Tokuyoshi, CCCOE Senior Director, Educational Services
Lynn Mackey, CCCOE Superintendent of Schools



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

February 25, 2022

Via: Postal and Electronic Mail

Dr. Robert Chalwell, Executive Director
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

RE: Notice of Concern – Violation of MOU

Dear Executive Director Chalwell:

This letter constitutes a formal Notice of Concern to Contra Costa School of Performing Arts ("School") Leadership for violations of the Memorandum of Understanding between the Contra Costa County Board of Education and Contra Costa School of Performing Arts ("MOU").

The MOU states:

20. Financial Reporting

20.2. SPA shall maintain reserves of no less than three percent (3%) based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions

In addition to the above referenced MOU provision, the MOU addendum titled "Schedule A" cites *CCR, Title 5, Section 15443* as a guide for the specific reserve standard of charter schools authorized by the CCCBOE; the School is expected to maintain prudent reserves at least equivalent to those required of a school district of similar size. Based on the reported ADA of Contra Costa School of Performing Arts, the reserve expectation is four percent (4%).

In the School's 21-22 First Interim Report submitted to the COE in December of 2021, the multiyear projections included reserve numbers that fell below this minimum requirement. Furthermore, no explanation was offered or included in the budget submission.

In order to remedy this violation, we request the following:

1. Provide a narrative explanation as required by the MOU and/or,
2. Provide updated multiyear budget projections that meet the minimum reserve expectation

The complete MOU and Schedule A are attached for your reference. Please provide written confirmation that the School has taken the above steps, and submit pertinent documentation, to our office no later than Friday, March 11th, 2022. Failure to do so may result in the County Office of Education issuing a Notice of Violation under Education Code section 47607(f).

If you have any questions or concerns, please reach out to me via phone or email to schedule an appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. McChesney', is positioned below the word 'Sincerely,'.

Neil McChesney
Coordinator, Charter School Oversight
Contra Costa County Office of Education
(925) 942-3381
nmcchesney@cccoe.k12.ca.us

Enclosures: 2

cc: Marsha Tokuyoshi, CCCOE Senior Director, Educational Services
Lynn Mackey, CCCOE Superintendent of Schools

EXHIBIT C



CONTRA COSTA COUNTY
Office of Education

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Memorandum of Understanding

Between Contra Costa County Board of Education
County Superintendent of Schools/Office of Education
And

Contra Costa School of Performing Arts
January 13, 2021

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APPENDICES

Schedule A: Required Documentation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this January 13, 2021 by, between and among the Contra Costa County Board of Education (hereinafter "County Board"), Contra Costa County Superintendent of Schools/Office of Education (hereinafter "CCCOE"), and *Contra Costa School of Performing Arts* (hereinafter referred to as "SPA" or "Charter School"). Hereinafter, the County Board, the CCCOE, and SPA shall be collectively referred to as "the parties."

1. Purpose of Memorandum of Understanding

- 1.1. The State of California enacted The Charter Schools Act of 1992 authorizing the formation of SPA with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.

The County Board has approved a charter renewal petition (hereinafter "the Petition") for the operation of SPA. Unless otherwise stated, for the purposes of this MOU, the terms SPA and the Charter School may be used interchangeably, with the duties and responsibilities of SPA and Charter School being the same under this Agreement.

- 1.2. ChartHouse Public Schools, a California Nonprofit Public Benefit Corporation manages and operates SPA. SPA is responsible for the Charter School's compliance with the terms of the Charter and with this MOU.
- 1.3. All parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter School Act of 1992 that may change from time to time during the term of this MOU.
- 1.4. As described herein, the County Board has, by agreement with the County Superintendent, delegated its oversight obligations of SPA, whether arising at law, by the terms of the Petition (including all documents included in the appendices), by this MOU, or from any other source, to the CCCOE; and in connection with the said delegation, the CCCOE shall report periodically to the County Board. This obligation does not limit the oversight authority of the County Board as afforded by law.
- 1.5. The fundamental interest of the County Board and CCCOE is, on a continuing basis, to be assured that the SPA is (1) implementing the provisions of the Petition as approved; (2) obeying all requirements of federal, state, and local law that apply to the charter; (3) operating prudently and soundly in all respects; and (4) providing a sound education for the charter's students.

- 1.6. The parties recognize that there are many matters related to the operation of the charter and the effective oversight of SPA, which go beyond the provisions included in the Petition or are in need of further clarification. The County Board and CCCOE also acknowledge that the operation of SPA is to be solely carried out by SPA. This MOU is intended to address those matters that have not been covered in the Petition and to provide guidance on the oversight policies and procedures of the County Board and CCCOE. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

The parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of disability, gender, gender identity, gender expression, nationality, 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, including immigration status, in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance, or enrolls pupils who receive state student financial aid.

2. Term of the Memorandum of Understanding

- 2.1. This MOU, provided it is fully executed by all parties, shall cover five (5) fiscal years commencing on July 1, 2021, and ending on June 30, 2026 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law.
- 2.2. SPA shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the County Board or CCCOE and shall consult with the County Board or CCCOE regarding any inquiries in accordance with Cal. Educ. Code § 47604.3.
- 2.3. This MOU between and among the County Board, CCCOE, and SPA shall include Schedule A.
- 2.4. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of SPA

- 3.1. SPA is a public charter school that shall be operated pursuant to the Charter Schools Act, plus any specific conditions approved. The Charter was granted by the County Board on July 15, 2015 and renewed for an additional five (5) year term on November 18, 2020.
- 3.2. In the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The parties agree and recognize that nothing in the Petition is intentionally intended, nor has the effect of creating any obligations or responsibilities not otherwise contained in this

MOU. The parties further agree to jointly make any modification to this MOU or the Charter needed to comply with changes in state or federal laws following the execution of this MOU.

4. Governance and Management

- 4.1. SPA acknowledges, as is stated in SPA's Petition, that it is a separate legal entity and neither the County Board nor the CCCOE are liable for the debts and obligations of SPA or the Charter School as per Cal. Educ. Code § 47604(d).
- 4.2. The County Board reserves the right to appoint a representative to the SPA Board of Directors in accordance with Cal. Educ. Code §47604(c).
- 4.3. SPA agrees to comply at all times with any and all applicable federal or state laws and/or regulations (which may be amended from time to time), including but not limited to the following:
 - a. The Ralph M. Brown Act ("Brown Act") (Cal. Govt. Code, §§54950 *et seq.*);
 - b. The California Public Records Act (Cal. Govt. Code, §§6250 *et seq.*);
 - c. State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Cal. Govt. Code, §§81000 *et seq.*);
 - d. The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§11164 *et seq.*);
 - e. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. §§1400 *et seq.*);
 - f. The Americans with Disabilities Act (42 U.S.C. §§12101 *et seq.*);
 - g. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - h. The California Fair Employment and Housing Act ("FEHA") (Cal. Govt. Code §§12900 *et seq.*);
 - i. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§621 *et seq.*);
 - j. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§794 *et seq.*);
 - k. Education Code Sections 200 and 220 (prohibiting discrimination);
 - l. The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§4600 *et seq.*);
 - m. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§1232g *et seq.*);
 - n. Local Control Funding Formula (California Assembly Bill 97, as codified); and
 - o. All applicable state and federal laws and regulations concerning the improvement of student achievement.
 - p. SPA shall comply with Education Code section 47606.5 in developing and approving its Local Control and Accountability Plan annual update.

5. Required Documentation

- 5.1. SPA shall provide CCCOE with the documents listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.

- 5.2. SPA shall provide up-to-date versions of all Schedule A documents as specified in Schedule A.
- 5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be submitted to CCCOE for review within fourteen (14) business days from the date the change is approved by the SPA Board of Directors:
 - a. Articles of Incorporation
 - b. Bylaws
 - c. Conflict of Interest Code
 - d. Roster of SPA Board of Directors
 - e. Schedule of Board of Directors meetings
 - f. Name and contact information for SPA leader(s) (principal, director, or head of school, etc.)
 - g. Name and contact information for the SPA primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)
 - h. Organizational Chart including board governance
- 5.4. The County Board, through the CCCOE or independently, may seek documentation and information from SPA. Material revisions to any part of the petition (including the appendices) or MOU must be approved by the County Board of Education.

6. Public Information: Website Posting

- 6.1. SPA shall post on SPA's website the documents listed and described in Schedule A that have the words *posted on the charter website* listed in the column titled *Method of Delivery and Access*, attached and incorporated herein by reference, by the dates specified therein.
- 6.2. SPA will promptly update the postings whenever the information changes, in no event later than fourteen (14) business days after the change.

7. Governing Board Activities

- 7.1. The Board of Directors of SPA shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to SPA and the Charter through implementation of effective policies and procedures. Board meetings of the SPA Board of Directors will be conducted according to the requirements of the Ralph M. Brown Act (Cal. Govt. Code §§54950, *et seq.*) (the "Brown Act").
- 7.2. SPA ensures that all members of the Board of Directors of SPA, SPA leaders, SPA primary financial contact, and any other SPA staff deemed appropriate by SPA, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of the provision of such training shall be certified annually by completion of Schedule A: Required Certifications.

- 7.2.1. SPA board meeting agendas and minutes shall be maintained for public inspection at the designated office of SPA during normal business hours and shall be made available promptly upon request in hard copy at all locations of SPA.

8. Human Resources Management

- 8.1. Through the term of the Petition, SPA shall ensure that all employees will comply with the criminal background check and fingerprinting requirements of Education Code sections 44237 and 45125.1.
- 8.2. The Charter School shall report all employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code section 44030.5. CCCOE shall be provided a copy of such report concurrently with its submittal to CTC. The Charter School shall also report to CCCOE any employment status changes for all other employees based upon allegations of misconduct within 30 days.
- 8.3. School site volunteers, contractors and vendors may also be required to comply with the criminal background check and fingerprinting requirements of Education Code Sections 44237 and 45125.1. All volunteers who may be alone with students (i.e., not under direct supervision of a certificated teacher) in school sponsored activities must also comply. This includes volunteers who are coaches, tutors, club advisers, classroom volunteers, and field trip chaperones. In addition, contractors and vendors whose duties will require more than limited contact with Charter School Students must also comply the background check and fingerprinting.
- 8.4. SPA shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.
- 8.5. SPA shall provide the CCCOE with proof that all of SPA teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted. SPA will have documentation on file (for inspection upon request) of its teachers' credentials.
- 8.6. If SPA offers employees of SPA the opportunity to participate in STRS or PERS, SPA shall be responsible for contracting with a third party for reporting purposes. Such arrangements must be made in writing with the third party prior to the hiring of any employee.

9. SPA Students

- 9.1. SPA will not discourage enrollment or encourage disenrollment of any pupil for any reason, and specifically based identification in a legally protected class or any of the following: level of academic performance, level of academic achievement, level of

physical or mental ability, English language status, or status as a neglected or delinquent, homeless, economically disadvantaged, or foster youth.

- 9.2. SPA shall make a serious and concerted effort to recruit students to SPA to achieve a racial and ethnic student group, English Learner, and special education student population balance among its pupils that is reflective of the general population residing within the school district to which the Petition was initially submitted. Supports will be provided whenever they are necessary to ensure equally effective communication with parents and students with hearing, vision, or speech disabilities, or who speak languages other than English.
- 9.3. If a SPA student is expelled or leaves SPA at any time during the year without graduating or completing the school year for any reason, SPA shall notify the parties and superintendent of the student's last known school district within 30 days (pursuant to Cal. Educ. Code § 47605(e)(3)). SPA shall maintain records of such notifications during the Term of this Agreement for review upon request.
- 9.4. The County Board, CCCOE, SPA, and their offices and employees shall comply with FERPA and state laws regarding student records at all times. SPA shall inform all parents/guardians of students attending SPA that CCCOE employees responsible for overseeing SPA operations have a legitimate educational interest in SPA's student records in order to provide legally required oversight to SPA and as such, student records may be disclosed to CCCOE. Upon request, SPA shall provide CCCOE with student records.
- 9.5. SPA's Student/Parent Handbook and website shall inform parents/guardians of parent and student rights applicable to student records, privacy, and involuntarily disenrollment including suspension and expulsion.
- 9.6. SPA shall frequently monitor student academic progress and maintain comprehensive intervention methods to support students who are struggling to meet academic and behavioral expectations.
- 9.7. SPA shall provide integrated English Language Development instruction for its English Learner students, and the necessary teacher professional development.
- 9.8. SPA shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, in compliance with Education Code Section 47605(e)(4).
- 9.9. SPA shall take all reasonable efforts to offer a full curriculum to all students, including opportunities for advanced academic classes.

10. Required Disclosures

- 10.1. SPA shall notify CCCOE within five days of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal, or civil action against SPA or any employee, agent or volunteer that may involve or affect SPA. In addition,

SPA shall immediately notify CCCOE of any request for information by any governmental agency about the SPA.

- 10.2. CCCOE shall notify SPA within five days of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against CCCOE, the County Board, SPA or the Charter School, that may involve or affect SPA. In addition, the CCCOE shall immediately notify SPA and the County Board of any request for information by any governmental entity about SPA.
- 10.3. If any loans or advance receipt of funds are sought for SPA, SPA shall establish a fiscal plan for repayment upon the request for such funds. SPA shall provide advance written notice to the County Board and the CCCOE specifying its intent to apply for a loan. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, SPA shall, at the time of deposit of any sums which are loans to SPA, provide CCCOE with the loan documents, minutes of SPA's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. SPA will provide the same information in the same manner for loans and/or advancement of funds made internally by SPA.

11. Insurance and Risk Management

- 11.1. SPA shall procure, from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and SPA:
 - 11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of SPA trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - 11.1.2. Commercial General Liability -- In an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the SPA premises and operations. SPA shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of SPA, its governing board, officers, agents, or employees of SPA with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) when SPA ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars(\$20,000).

- 11.1.3. Workers' Compensation -- In accordance with the provisions of the California Labor Code, insurance adequate to protect SPA from claims under Workers' Compensation Acts that may arise from its operation of SPA, with statutory limits, and Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident or disease.
- 11.1.4. Automobile Insurance – for all owned (if applicable), non-owned, borrowed, leased, or hired automobiles in an amount of not less than one million dollars (\$1,000,000) per accident.
- 11.2. CCCOE may request a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and upon request will provide CCCOE with such plan and with annual certification that such policies and practices have been instituted at SPA, as specified in Schedule A.
- 11.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and CCCOE and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by CCCOE, the County and/or its employees shall not be required to contribute with it.
- 11.4. SPA shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to CCCOE (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the CCCOE immediately if the coverage is reduced or becomes inoperative for any reason. The CCCOE may request to see evidence of insurance coverage during site visits.

12. Hold Harmless and Indemnification

- 12.1. SPA shall hold harmless, defend, and indemnify the County Board, CCCOE, its officers, agents and employees, from every liability, claim, or demand for any injury to person or property sustained by any person, firm, or corporation, including any claims or demands regarding Petition approval, renewal and this MOU, caused by any intentional or negligent act or omission of SPA, its officers, employees or agents. In cases of such liabilities, claims, or demands, SPA, at its own expense and risk, shall defend with legal counsel satisfactory to CCCOE legal counsel all legal proceedings which may be brought against the County Superintendent, the County Board, CCCOE and its officers and employees (who will cooperate fully with legal counsel and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, CCCOE or their officers and employees arising out of the gross negligence or intentional acts, errors, or omissions of the County Superintendent, the County Board, CCCOE or their directors, employees, officers and agents. This section shall survive the termination of the Petition and/or this MOU.

13. Facilities

- 13.1. It is understood and agreed that the County Board and/or the CCCOE have no obligation to provide facilities to SPA. If SPA seeks facilities from a district in which it intends to locate under Proposition 39 (Cal. Educ. Code § 47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, SPA shall provide a copy of each Proposition 39 request made by SPA to CCCOE at the time of submitting its request to any school district, along with any documentation of subsequent steps in the process as described in implementing regulations at 5 CCR §§ 11969.1 *et seq.*, whether produced by SPA or the district.
- 13.2. SPA shall locate SPA's facility in an area that is properly zoned for operation of a school and that has received a conditional use permit, if necessary, and that has been cleared for student occupancy by all appropriate local authorities. All SPA facilities must meet all applicable health and fire code requirements and zoning laws. SPA will furnish the CCCOE, as provided in Schedule A, with all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. SPA cannot exempt itself from applicable local and state zoning or building code ordinances.
- 13.3. CCCOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.
- 13.4. SPA shall ensure adequate facilities are available to students at all times. SPA shall demonstrate good standing on their lease agreement including all agreements about facilities maintenance, improvements and site changes or construction. SPA shall provide such documentation to the parties during their annual review and upon request.
- 13.5. In the event that SPA seeks to open an additional school site (whether for classroom or non-classroom based instruction), SPA will submit a request for a material revision of the Petition to the County Board for approval, pursuant to Section 23 of this MOU. Approval must be obtained before any additional school sites can begin operation.

14. Food Service and Transportation

- 14.1. SPA shall provide for each eligible pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. Educ. Code § 49550.
- 14.2. SPA shall be responsible for any and all transportation offered by SPA to students who enroll in SPA, including but not limited to any and all transportation required in any student's Individualized Education Program ("IEP") as required by the IDEA or Section 504 Plan.

15. Accountability for Academic Performance

- 15.1. SPA shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for SPA.

- 15.2. SPA shall comply with Cal. Educ. Code § 47606.5 (regarding Local Control and Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. SPA's annual adopted Local Control and Accountability Plan ("LCAP") shall be submitted to the CCCOE by as specified in Schedule A.
- 15.3. At the request of the County Board or CCCOE, SPA shall present updates and reports regarding SPA's pupil outcomes to the County Board.

16. Services for Students with Disabilities

- 16.1. At all times during the Term of the Charter and this MOU, the Charter School shall be its own local education agency ("LEA") as a member of a Special Education Local Plan Area ("SELPA"), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, SPA shall provide CCCOE with a copy of the Local Plan and documentation of the status of SPA as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. SPA shall assume all responsibility, including but not limited to full financial responsibility, for the implementation of educational services under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, for all students who are enrolled in SPA.
- 16.3. SPA may contract with any school district or other qualified organization for other services on behalf of SPA, provided that such services are at no cost to the County Board and/or CCCOE. It is further recognized that SPA may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in SPA and as otherwise required by applicable state and federal laws.
- 16.4. As specified in Schedule A, SPA shall provide special education revenue and expense schedules to the CCCOE. SPA shall be responsible for any and all costs related to SPA students.
- 16.5. SPA agrees to fully and promptly comply with any reasonable requests for information made by the County Board and CCCOE with regard to special education services and individual students at SPA. The CCCOE may establish regular meetings with SPA special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor SPA to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. In the event that CCCOE, County Superintendent, or the County Board is named as a party in any claim or suit against SPA, SPA agrees to indemnify, defend and to hold harmless the County Board, the County Superintendent, the Contra Costa County Office of Education, and each of their officers, directors, agents, and employees, from and against any and all costs, including attorney's fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special

education and/or Section 504 matters involving a student's enrollment, services and/or attendance at SPA. This indemnification shall exclude any matters, which relate to the enrollment or attendance of a student in a CCCOE program, unless the student's enrollment or attendance in such program was through a contract with SPA.

- 16.7. SPA shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified and assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education ("FAPE") in the Least Restrictive Environment ("LRE") is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to CCCOE.
- 16.8. SPA shall provide transportation and/or Designated Instructional Services ("DIS") to special education students as required by IEPs for students as required by the IDEA.

17. Independent Study

- 17.1. SPA may, on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences, and must be fully compliant with all independent study statutes and regulations applicable to SPA.
- 17.2. If SPA provides instruction through independent study on more than an incidental basis, it shall comply with all requirements of statute applicable to independent study in charter schools, (including Cal. Educ. Code §§ 51745, *et. seq.*), and applicable regulations.

18. Funding

- 18.1. SPA shall be direct funded in accordance with Cal. Educ. Code §§ 47630 *et seq.* SPA is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Cal. Educ. Code §§ 42238 and 47651(a)(1). It shall be the responsibility of SPA to apply for funding beyond the basic statutory entitlements of the base grant due to SPA under LCFF.
- 18.2. The parties specifically agree that it is not the responsibility of the CCCOE to provide funding in lieu of property taxes to SPA for the Charter School.
- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., SPA shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The parties shall meet sufficiently in advance of any action by the CCCOE to pursue such measures so as to advise SPA and to determine the positions of the parties. SPA agrees that it has no entitlement to funds currently being received, if any, by the County Board and/or the CCCOE under former parcel tax or bond elections.
- 18.4. SPA is to operate in a financially sound fashion. All loans sought by SPA shall be authorized in writing in advance by its Board and shall be the sole responsibility of

SPA. Notification of loans shall be provided pursuant to Section 10.3 of this MOU. In no event shall the County Board and/or the CCCOE have any obligation for repayment of such loans.

- 18.5. The CCCOE shall not advance any funds to SPA. In addition, the CCCOE shall not act as or provide a line of credit to SPA.
- 18.6. The parties agree that neither the CCCOE nor the County Board shall act as fiscal agent for SPA. It is agreed that SPA shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. CCCOE shall process and transfer to SPA all payments received by the CCCOE for SPA in a timely fashion.
- 18.7. To the extent that SPA wishes to contract with the CCCOE for any services to the Charter School beyond those specified in this agreement, a separate written contract with the CCCOE shall be required and the costs of such services paid in full by SPA.
- 18.8. SPA will use all revenue received from state and federal sources only for the educational services of SPA and for the benefit of the students enrolled in and attending SPA. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

19. Attendance Reporting

- 19.1. SPA shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting. SPA shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. CCCOE staff will review and certify the accuracy of SPA's attendance data submitted by SPA only when all documentation has been submitted as complete. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to SPA.
- 19.2. SPA shall make available to CCCOE on request all back up attendance documents as specified in Schedule A.
- 19.3. Monthly site-based attendance sheets signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g., parent contact log, absence log, etc., shall be maintained by SPA, and may be reviewed by CCCOE during site visitations.

20. Financial Reporting

- 20.1. Pursuant to Cal. Educ. Code § 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, SPA shall submit such reports to CCCOE for review, using the state software or Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any

significant changes in the budget or interim reports from one reporting period to the next must be explained in writing.

- 20.2. SPA shall maintain reserves of no less than three percent (3%) based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three percent (3%) level must be included in the assumptions.

21. Annual Audit

- 21.1. As specified in Schedule A, SPA shall submit an annual independent financial audit in accordance with Cal. Educ. Code § 47605(m), as applicable, to the State Controller's Office, the CCCOE, and the California Department of Education ("CDE") no later than December 15th of each year. In order for the Charter School to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the CCCOE for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. CCCOE shall be notified of SPA's selection of an auditor, as specified in Schedule A.
- 21.2. In addition to SPA's financial statements, the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of SPA.

22. Monitoring and Oversight

- 22.1. The CCCOE will conduct at least one (1) visit to SPA annually in accordance with Charter Schools Act. The information gathered will be used to assess SPA's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Petition and this MOU. A school site visit may include review of the facility, review of records maintained by SPA, interviews with SPA employees, and SPA's students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with SPA's Executive Director and staff and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.
- 22.2. The County Board and CCCOE reserve the right to make unannounced visits to SPA, and shall comply with all requirements of any visitor policies adopted by the Charter School, which shall be provided to CCCOE in accordance with Schedule A.
- 22.3. The Charter School shall be charged an annual oversight fee by CCCOE for the actual cost of oversight, monitoring, and reporting concerning SPA in accordance with Cal. Educ. Code § 47613. Such fees shall not exceed 1% of the revenue received by SPA, as calculated pursuant to Cal. Educ. Code § 42238.02 as implemented by Cal. Educ. Code

§42238.03. The oversight fees shall be invoiced annually by CCCOE, with payment due and payable within 30 days of receipt.

23. Material Revisions to Charter

- 23.1. Pursuant to Cal. Educ. Code § 47607, any material revisions to the Petition require County Board approval. Changes to the Petition considered to be material revisions include, but are not limited to, the following:
 - 23.1.1. Substantial changes to the educational program, mission, or vision of SPA, including the addition or deletion of a major program component that is identified in the Petition as a distinctive feature of SPA.
 - 23.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the County Board.
 - 23.1.3. An increase in enrollment of 10% or more of the total projected enrollment as described in the Petition
 - 23.1.4. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the County Board.
 - 23.1.5. Changes to location of facilities. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - 23.1.6. Changing the name of SPA.
 - 23.1.7. Entering into a contract to be managed or operated by another public benefit corporation (or any other corporation or entity).
 - 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Petition, unless the change is required by law.
 - 23.1.9. Substantial changes to governance structure affecting the authority of SPA over Charter School operations, such as the merger, dissolution of SPA or transfer of substantially all of the assets of Charter School, or contracts delegating substantially all of SPA's management authority over Charter School.
- 23.2. Changes to the Petition not deemed to be material revisions may be made by the SPA Board of Directors following notification to CCCOE. Such notice shall be provided, in writing, at least 5 business days in advance of the SPA Board of Directors board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision(s) shall be resolved consistent with the dispute resolution provisions of this MOU.

24. Charter Renewal

- 24.1. SPA may seek renewal of the Charter prior to expiration of the Petition's Term in accordance with statutory and regulatory provisions. SPA shall submit its renewal petition for the next term along with a copy of the most recent annual report required by CCCOE and/or Local Control and Accountability Plan Annual Update to CCCOE

and the County Board, no sooner than September 1st of the fiscal year in which SPA would cease operations without renewal. CCCOE shall provide the County Board with any and all relevant documents submitted by SPA. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

25. Charter Revocation

- 25.1. The County Board shall have the right to revoke the Petition in accordance with Cal. Educ. Code §§ 47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, in coordination with the County Board, the CCCOE may provide progressive notices that correction of a problem at SPA needs to occur with specified timelines.
- 25.2. If the County Board determines, based on report/s of CCCOE, that there is a severe and imminent threat to the health or safety of students and/or staff of SPA, and makes such determination in writing, per Cal. Educ. Code §47607(g), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its Petition in accordance with Cal. Educ. Code §§47607(g) and/or (h).
- 25.3. Prior to revocation, SPA shall have the opportunity to work with the CCCOE, in coordination with the County Board, to address the concerns and develop a plan to remediate all areas to the satisfaction of the County Board.

26. SPA Closure

- 26.1. At all times it is operation during the Charter Term, SPA will maintain a description of the procedures to be used in the event SPA closes and provide such procedures to CCCOE as specified in Schedule A and post them as specified in Schedule A. Procedures must be compliant with requirements contained in 5 CCR § 11962, and consistent with the Petition.
- 26.2. If SPA is to close permanently for any reason, the CCCOE on behalf of the County Board shall serve written notice on SPA that the closure procedures have been invoked. SPA will immediately identify to the CCCOE the specific individual who is responsible for coordinating SPA's close out activities. CCCOE will identify a staff person who will work with SPA to accomplish all close out activities.
- 26.3. SPA expressly acknowledges the right of the CCCOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Educ. Code § 47604.4), to gain full access and copies of all student and business records concerning SPA at any time after the SPA Board gives written notice that it is invoking the closure procedures.

27. Dispute Resolution

- 27.1. It is expressly agreed by the parties that dispute resolution process described herein supersedes that included in the Charter for disputes between and among SPA, CCCOE and/or the County Board. In the event of a dispute between SPA and the CCCOE and/or the County Board related to the Charter or this MOU, which does not involve revocation, the parties shall seek to resolve the dispute using the process described below:
- 27.2.1. The disputing party shall provide written notice of the dispute to the other party or parties, to include the County Board. Notice shall be provided as specified Section 33 of this MOU.
- 27.2.2. SPA's designated representative shall meet with the CCCOE's designated representative within thirty (30) calendar days of the date of the written notice to attempt informal resolution of the dispute. A summary of the dispute and resolution if achieved shall be reported to the County Board.
- 27.2. If the dispute is not resolved through the informal resolution of the designated representatives of the Charter School and CCCOE, then by mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute. The format of the mediation shall be developed jointly by both parties including the County Board. The costs of the mediation shall be shared equally by the parties.
- 27.3. If a dispute between SPA and CCCOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:
- 27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.
- 27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration. The costs of the arbitrator shall be shared equally by the parties.

28. Severability

- 28.1. If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

29. Venue

- 29.1. The parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

30. Non-Assignment

- 30.1. No portion of this MOU or the Charter approved by the County Board may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 23.

31. Amendment and Waiver

- 31.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the SPA.
- 31.2. Proposed revisions to the MOU may be submitted by any of the parties at any time, through notice duly given in accordance with Section 33. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

32. Captions and Section Headings

- 32.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

33. Notification

- 33.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows, unless allowed or required to be submitted electronically by CCCOE:

To the County Board at:
Contra Costa County Board of Education 77 Santa Barbara Rd
Pleasant Hill, CA 94523
Attn: Board President

To the CCCOE at:
The Charter Schools' Office
Contra Costa County Office of Education 77 Santa Barbara Rd
Pleasant Hill, CA 94523

Attn: Contra Costa County Superintendent of Schools

To *SPA* at:

461 33rd St.

Richmond, CA 94804

Attn: Chantel Caldwell, Middle School Principals

34. Entire Agreement; Counterparts

34.1. This MOU and attached schedules contain the entire agreement of the parties with respect to the matters covered herein and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

1/26/21

Date



CEO/Executive Director/Superintendent or Designee

1/26/21

Date



President, Contra Costa County Board of Education or Designee

2/02/21

Date



Contra Costa County Superintendent of Schools or Designee

Approved and ratified this January 13, 2021 by the Contra Costa County Board of Education.

**AMENDMENT TO OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN
THE CONTRA COSTA COUNTY BOARD OF EDUCATION,
COUNTY SUPERINTENDENT OF SCHOOLS/OFFICE OF EDUCATION, AND
CONTRA COSTA SCHOOL OF PERFORMING ARTS**

The Contra Costa County Board of Education ("CCCBOE"), County Superintendent of Schools/Office of Education ("CCCOE") and Contra Costa School of Performing Arts ("Charter School") (collectively "Parties") enter into this agreement ("Amendment") to amend the Parties' operational Memorandum of Understanding dated November 19, 2018 ("Agreement"), on the following terms and conditions:

WHEREAS, the Contra Costa County Board of Education renewed Charter School's charter petition ("Charter") in 2020 for a term of 5 years, from July 1, 2021 to June 30, 2026;

WHEREAS, the Contra Costa County Board of Education thereafter entered into a Memorandum of Understanding with Charter School on January 13, 2021 and the Agreement currently expires on June 30, 2026;

WHEREAS, Senate Bill ("SB") 114, approved by the Governor on July 10, 2023, amended Education Code section 47607.4, which provides:

Notwithstanding the renewal process and criteria established in Sections 47605.9, 47607, and 47607.2 or any other law, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year.

WHEREAS, pursuant to SB 114 and Education Code section 47607.4, Charter School's petition shall be extended for one additional year in accordance with law, to June 30, 2027; and

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct.
2. The current expiration date of the Agreement shall be extended to June 30, 2027.
3. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or representatives set forth below and to be effective immediately upon CCCBOE approval.

4/11/2024

Date

Date

Date



CEO/Executive Director/Superintendent or Designee



President, Contra Costa County Board of Education or Designee



Contra Costa County Superintendent of Schools or Designee

Approved and ratified on February 21, 2024 by the Contra Costa County Board of Education.



SCHEDULE A: Required Documentation

This Schedule lists the annual compliance submissions required of all CCCBOE authorized charters. These submissions must be completed and submitted to the CCCOE pursuant to authorizer direction by the dates and with the frequency indicated in the Schedule. When any document is revised it must be submitted to CCCOE within 14 business days of the revision whether they are based on material changes or not. All material changes must be first submitted to and approved by the County Board before they are instituted. Documents which are to be posted on the charter's website must also be revised to reflect any changes when made.

The Authorizer or Designee may also request documents and information from the charter school by email, phone or other form of communication. Within 10 days of the request the charter must confirm receipt of the request and establish with CCCOE the due date of submission. Information not submitted to the County Office within the agreed upon timeline will be referred to the Authorizer for further action.

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
GOVERNANCE AND ORGANIZATIONAL MANAGEMENT						
1.1 Organizational Structure						
CDS code	Confirmation of receipt of CDS code		Submitted to CCCOE	X		
Organizational Chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.		Posted on the Charter Website and Submitted to CCCOE	X		
All contracts that impact governance	All contracts signed by the Charter or the Charter Management Organization that have an impact on the functioning and governance of the board of directors.		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
School Contact Information	CCCOE form of contact information: school leader name, school phone, school fax, school leader emergency phone, school leader email, school address, and school leader's office hours	August 1 st	Submitted to CCCOE		X	
School Leadership Information	CCCOE form with a roster of school leadership that includes phone number and email address for: <ul style="list-style-type: none"> School leader Assistant leader (Vice Principal, Assistant Principal, etc.) On-site Coordinators and/or Coaches Designated Special Education Coordinator Designated English Learner Coordinator Designated Section 504 Coordinator Designated Homeless Coordinator Designated Foster Youth Coordinator Office Manager Operations Manager Primary Finance/Accounting contact Primary Human Resources contact Primary Attendance reporting contact 	August 1 st	Posted on Charter Website and Submitted to CCCOE		X	
SARC	School Accountability Report Card	February 1 st	Posted on Charter Website and CDE Website		X	
1.2 Board Governance						
Articles of Incorporation	As submitted		Submitted to CCCOE	X		
Board biographies	Brief summaries of the background and experience of board members		Submitted to CCCOE	X		
Board Roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.		Submitted to CCCOE	X		
Bylaws	Current version of the bylaws as approved by the school's governing board		Submitted to CCCOE	X		
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax-exempt status		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Board election process	Process used for choosing Board Members. It should be a brief description of the process and be consistent with the charter and its bylaws.		Submitted to CCCOE	X		
Board Meeting Schedule	Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected.	August 1 st	Posted on Charter Website and Submitted to CCCOE		X	
Board Meeting Agendas	Board and standing committee meeting agendas	At time of required posting (Brown Act)	Posted on Charter Website and Submitted to CCCOE			To be Posted on Charter Website for Every Meeting
Agenda Item Attachments	All documents referred to in the agenda or discussed at the meeting.	Within 3 days after the meeting	Posted on Charter Website and Submitted to CCCOE			To be Posted on Charter Website for Every Meeting
Board Meeting Minutes	Approved minutes of board and standing committee meetings	Within 2 business days after approval	Posted on Charter Website and Submitted to CCCOE			To be Posted on Charter Website for Every Meeting
Board Trainings	Certification that all required board trainings (Brown Act and Fair Political Practices Act training for board and leadership) have been conducted.	August 1 st			X	
1.3 Board Policies						
Complaint and/or Internal Dispute Resolution Policies	Must include the procedures and forms used for Uniform Complaint and Due Process Hearings for parents and staff; may include other forms and systems		Posted on Charter Website and Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Conflict of Interest Policies	Conflict policy compliant with Charter and Fair Political Practices Act		Posted on Charter Website and Submitted to CCCOE	X		
Fiscal Management/ Control Policies	Internal fiscal control policies and procedures meeting GASB, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets.		Submitted to CCCOE	X		
Health Practices	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service).		Submitted to CCCOE	X		
Public Records Act Policy	Procedures to implement the California Public Records Act		Submitted to CCCOE	X		
English Learner Policies	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter		Submitted to CCCOE	X		
Rehabilitation Act §504 Policies	Procedures to ensure compliance with legal requirement for 504 plans		Submitted to CCCOE	X		
Special Education Policies	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter		Submitted to CCCOE	X		
Student Discipline Policies	Policies and procedures for student discipline, including behavior expectations, suspension/ expulsion standards, and due process; including procedures for students with disabilities.		Submitted to CCCOE	X		
Student Free Speech Policies	Standards and procedures regarding student free expression, consistent with applicable state and federal law		Submitted to CCCOE	X		
Student Grading/ Promotion Policies	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Student Records Policies	FERPA-compliant student records policy, including information on directories and parental access to records.		Submitted to CCCOE	X		
ADMINISTRATION AND LEADERSHIP						
2.1 Leadership Practices						
Leadership Vision	The school leadership has a strategic view of the direction for the work and development of the school in order to achieve the school's mission.	Annual Site Visit	Observation and Interview		X	
School Direction and Mission	The school leader has a strategic view of the school's direction for and mission	Annual Site Visit	Observation and Interview		X	
Student Success	The leadership inspires a shared commitment to the capacity for all students to succeed	Annual Site Visit	Observation and Interview		X	
Evaluation of Student Learning	There is regular monitoring and evaluation of the impact of teaching on student learning	Annual Site Visit	Observation and Interview		X	
Safety Drills	Regular safety drills are scheduled and conducted	Annual Site Visit	Observation and Interview		X	
Financial Support	Educational priorities are supported financially	Annual Site Visit	Observation and Interview		X	
FERPA Verification	Verify the location, contents, and confidentiality of student files (FERPA)	Annual Site Visit	Observation and Interview		X	
2.2 Personnel Procedures						
Teaching Staff Master List	CCCOE form that lists current teachers, coaches and other student services personnel with current assignments, certifications, and documentation.	August 1 st	Submitted to CCCOE		X	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Job Descriptions	Job descriptions for all school leadership positions and teachers listed above (including resource teachers, prep teachers, instructional coaches, etc.)		Submitted to CCCOE	X		
Employee Contracts	A sample of each type of Employee contract (including collective bargaining agreements)		Submitted to CCCOE	X		
Required and appropriate licenses and certifications	Verification that all of the school's faculty and staff are credentialed, licensed, or otherwise qualified for the positions for which they have been employed in accordance with any applicable requirements of law, the Charter, and the policies and directives of the governing board.	August 1 st	Submitted to CCCOE		X	
Clearances & Criminal Background Checks	Certification that all employees and volunteers at school site have been subject to criminal background checks (FBI and DOJ) and any other clearances necessary for the positions for which they have been employed.	August 1 st	Submitted to CCCOE		X	
TB Screening	Certification that immunization and Tuberculosis screening has occurred and that records are stored.	August 1 st	Submitted to CCCOE		X	
Mandated Reporter Training	Certification that per Assembly Bill 1432 and Ed. Code Sec. 44691, the charter has provided annual training to their employees in child abuse detection and mandated reporting obligations under the Child Abuse and Neglect Reporting Act.	August 1 st	Submitted to CCCOE		X	
Safety Training	Certification that all employees have been trained in health, safety and emergency procedures.	August 1 st	Submitted to CCCOE		X	
Evaluation procedures and forms	Performance evaluation procedures and sample forms for all leadership positions and teachers (including resource teachers, prep teachers, instructional coaches, etc.).		Submitted to CCCOE	X		
Number of Faculty and Staff	Charter School has employed (maintains) sufficient number of faculty and staff	Annual Site Visit	Observation and Interview		X	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Valid Faculty and Staff Credentials	Copies of faculty and staff credentials are available at the school	Annual Site Visit	Observation and Interview		X	
2.3 Facilities Inspection and Documentation Viability						
Building Permits	Evidence of compliance with local building code for educational uses, including building permits and zoning.		Submitted to CCCOE	X		
Certificate of Occupancy	Valid current Certification of Occupancy for school use.		Submitted to CCCOE	X		
Facilities Lease Agreement(s)	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities.	August 1 st	Submitted to CCCOE	X	X	
Fire Marshal Inspection	Verification of passage of Fire Marshal inspection of the site.	August 1 st	Submitted to CCCOE	X	X	
Safety plan	Per Ed. Code Sec. 32281, safety and emergency response plan for specific site/s, covering earthquake, fire, natural disasters, bomb threat and criminal activity lock-down procedures; sample evacuation plans for classrooms; planned rotation of safety drills. Must address child abuse reporting procedures. The School will provide training for staff in responding to emergencies and conduct emergency response drills for its students.	March 1 st	Posted on Charter Website and Submitted to CCCOE		X	
Proof of Insurance	Certificate of insurance in the amounts required by the MOU [authorizing agency]	August 1 st	Submitted to CCCOE	X	X	
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted		Submitted to CCCOE	X		
Health Department Approval	Health department approval for service of food at school facility		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Free Lunch	Process for provision of free nutritionally adequate meals		Submitted to CCCOE	X		
Site Accommodations for students	Site is sufficient to accommodate estimated student enrollment	Annual Site Visit	Observation and Interview		X	
ADA Requirements	Site meets requirements of the Americans with Disabilities Act, including accessible routes from outside the school to the points of entry, stairs and, toilets.	Annual Site Visit	Observation and Interview		X	
Site Security	Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.).	Annual Site Visit	Observation and Interview		X	
Secure Storage	Space is allocated for secure storage of computers and other expensive electronic devices.	Annual Site Visit	Observation and Interview		X	
EDUCATIONAL PROGRAM AND STUDENT ENROLLMENT						
3.1 Admissions and Enrollment Procedures						
Admission, Enrollment and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal)	December 15 th	Posted on Charter Website and Submitted to CCCOE	X	X	
Student Application Form	Current sample of printed, downloadable or on-line application for admission to the school.	December 15 th	Posted on Charter Website and Submitted to CCCOE	X	X	
Student Recruitment Plans	Including scheduling meetings, outreach and description of process for targeting the process in attempts to mirror the local districts enrollment.	December 15 th	Submitted to CCCOE		X	
Enrollment preferences, if any	List of preferences that will be given to students for enrollment priority.		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Required Documents for Enrollment	List of information and documents required to complete enrollment of admitted students.		Posted on Charter Website and Submitted to CCCOE	X		
3.2 Family Involvement and Participation						
Feedback	Parent/guardian level of satisfaction with their interaction with school personnel, as measured in a parent/guardian survey.	August 15th	Email		X	
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc. the School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year.	August 1 st	Posted on Charter Website and Submitted to CCCOE		X	
Notices to Parents/Guardians	Certification that all required notices have been provided to Parents/Guardians, including those required under applicable State and Federal Law (examples: Title I, English learners, special education, etc.).	August 1 st	Submitted to CCCOE		X	
Parent Involvement Process	Description of process used to involve parents/guardians in decision-making about the school. Should include an annual schedule of events, how parents were engaged, and how many attended.	August 1 st	Submitted to CCCOE		X	
Satisfaction with School Offerings	There is parent/guardian satisfaction with school's offerings and accomplishments	Annual Site Visit	Observation and Interview		X	
Child's Progress	Parents/Guardians are given accessible information about their child's progress	Annual Site Visit	Observation and Interview		X	
Involvement in School Activities	Parents/Guardians have meaningful opportunities for involvement in school activities	Annual Site Visit	Observation and Interview		X	
Informed of Student Absence(s)	Parents/Guardians are being efficiently and effectively informed of their child's absence(s)	Annual Site Visit	Observation and Interview		X	
3.3 Academic Program: Curriculum and Instruction						

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Academic Calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	August 1 st	Posted on Charter Website		X	
WASC Accreditation	Documentation of current status of WASC accreditation (<i>High Schools Only</i>).		Submitted to CCCOE			When Granted
A-G Course Approval	Verification of UC/CSU approval of A-G courses (<i>High Schools Only</i>).		Submitted to CCCOE			When Granted
Bell Schedule for Site-based Programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days.	August 1 st	Posted on Charter Website	X	X	
Curriculum	Overview for all subjects in grades to be served.		Submitted to CCCOE	X		
Instructional Materials List	List of Instructional Materials to be used (including materials for English language learners).		Submitted to CCCOE	X		
Instructional Minutes	Amount of time in which students are participating in an approved course, curriculum, or educationally related activity under the direction of a teacher.		Submitted to CCCOE	X		
Submission of Board Approved LCAP	Annual Local Control and Accountability Plan (LCAP) using state template (to be submitted with budget)	June 30 th	Posted on Charter Website and Submitted to CCCOE		X	
Instructional Resources	There appear to be sufficient instructional resources for all students	Annual Site Visit	Observation and Interview		X	
Clear Objectives	Clear objectives can be seen within lessons	Annual Site Visit	Observation and Interview		X	
Classroom Time	Classroom time is being well managed and used appropriately	Annual Site Visit	Observation and Interview		X	
Evacuation Procedures	Evacuation procedures/map are posted	Annual Site Visit	Observation and Interview		X	
Student Achievement Recording	There is evidence of procedures/processes for assessing and recording student achievement	Annual Site Visit	Observation and Interview		X	
Behavior Management	Behavior management seems consistent and effective throughout the school	Annual Site Visit	Observation and Interview		X	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Students on Task	Students seem to concentrate and remain on task during lessons	Annual Site Visit	Observation and Interview		X	
Effective Group Collaboration	Students work well together and collaborate effectively when appropriate	Annual Site Visit	Observation and Interview		X	
3.4 English Learner (EL) Support						
Evaluation of EL progress after reclassification.	Description of regular, on-going policies to monitor EL student progress for at least four years after each student has been reclassified as English proficient.		Submitted to CCCOE	X		
EL access to standards and grade level instruction	Description of how English learners will have access to standards-aligned and grade level appropriate instruction in mathematics and English language arts.		Submitted to CCCOE	X		
3.5 Special Education						
SELPA Verification	Letter of verification of good standing in a Special Education Local Planning Area (SELPA).	August 1 st	Submitted to CCCOE		X	
Special Education Services	Signed contract with special education and 504 service providers; or identification of individuals responsible for providing service.		Submitted to CCCOE	X		
3.6 Independent Study						
Independent Study Program Verification	Documentation verifying compliance with independent study requirements as required by MOU (<i>if applicable</i>).		Submitted to CCCOE	X		
FINANCIAL MANAGEMENT AND REPORTING						
4.1 Fiscal Management						
Funding	Verification of Funding.		Submitted to CCCOE	X		
Start-Up Grant Funding	Public Charter School Grant Program application and subsequent correspondence about status.		Submitted to CCCOE			When Applying for Funding
Accounting Services	Signed contract with back-office or financial services provider; or identification of individual/s responsible for providing service.		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Verification of use of a Student Information System	Contract or other verification of the use of a student information/attendance tracking system.		Submitted to CCCOE	X		
Process for Maintaining a Reserve	Consistent with 5 CCR 1540, the School is expected to maintain prudent reserves at least equivalent to those required of a school district of similar size: <u>School ADA</u> <u>Expected Reserve</u> 0–300 greater of 5%* or \$80,000 301–1,000 greater of 4%* or \$80,000 1,001–30,000 3%*		Submitted to CCCOE	X		
Bank Information for Fund Transfers	Completed CCCOE forms for transfer of funds from CCCOE to charter school.		Submitted to CCCOE	X		
Independent Auditor Selection	Notification of independent auditor selected for annual audit.	April 1 st	Submitted to CCCOE		X	
Payroll	Contract or other verification of payroll services provider.		Submitted to CCCOE	X		
Contract for STRS/PERS Reporting	Contract with CCCOE for STRS and/or PERS reporting, if applicable	June 30 th	Submitted to CCCOE		X	
Oversight Fees	Payment of invoice for oversight fee.	June 30 th	Submitted to CCCOE		X	
School Leader Financial Understandings	The school leader understands the need for financial controls. Also, financial control issues are not cited as weaknesses in the current audit; or such issues were identified and have been successfully addressed.	Annual Site Visit	Observation and Interview		X	
Financial Reporting	Regular financial reports are provided to the governing body	Annual Site Visit	Observation and Interview		X	
Effective Financial Processes and Systems	There are effective budgeting, accounting, and financial reporting processes and systems	Annual Site Visit	Observation and Interview		X	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Current Budget	There are no deficits in the current budget; or the school can show viable plans for addressing forecasted budget shortfalls	Annual Site Visit	Observation and Interview		X	
Petty Cash	There are procedures for staff members to obtain petty cash with approval when necessary and to procure supplies and materials as needed	Annual Site Visit	Observation and Interview	X		
Funding for Materials and Supplies	Budget documents that there is sufficient funding for curriculum materials and school supplies	Annual Site Visit	Observation and Interview		X	
4.2 Student Attendance Reporting						
Attendance Accounting Procedures	Description of procedures used for attendance accounting.	Annual Site Visit	Observation and Interview	X	X	
PENSEC report	Attendance report for new or significantly expanding charter.	1 week before CDE deadline (July 31)	Submitted to CCCOE			When Sending to CDE
First 20-Day Attendance report	First 20 day attendance reports for newly operational or expanding charters have been filed (due December)	1 week before CDE deadline (October)	Submitted to CCCOE			When New or Expanding
First Principal Apportionment (P-1)	July-Dec (P-1) Attendance /supporting documents are filed (due January 15)	1 week before CDE deadline (January 15)	Submitted to CCCOE		X	
Second Principal Apportionment (P-2)	July-April 15 (P-2) Attendance /supporting documents are filed (due May 1)	1 week before deadline (April)	Submitted to CCCOE		X	
Annual Apportionment (P-Annual)	Attendance report for annual attendance accounting period, in CDE format.	1 week before CDE deadline (July 15)	Submitted to CCCOE		X	
4.3 Revenue and Expenditure Reporting						

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
Approved Budget	Final budget for first fiscal year of operation; completed and approved (includes MYP, Cash Flow, LCAP and special education).	June 30 th	Submitted to CCCOE		X	
First Interim Report	Report on first period revenues and expenditures; completed using CCCOE template, with additional information as requested (i.e., special education).	1 week before CDE deadline (December 15)	Submitted to CCCOE		X	
Second Interim Report	Report on second period revenues and expenditures; completed using CCCOE template, with additional information as requested (i.e., special education).	1 week before CDE deadline (March 15)	Submitted to CCCOE		X	
4.4 Annual Audit						
Unaudited Actuals	Report on prior year revenues and expenditures; completed using CDE template.	1 week before CDE deadline (September 15)	Submitted to CCCOE		X	
Annual Audit Report	Annual report from the charter's independent financial audit.	December 15 th for prior fiscal year	Submitted to CCCOE		X	
FULFILLING CHARTER TERMS						
5.2 Adherence to the Charter						
Adherence to the Charter Elements	Verify adherence to the charter elements as approved by interviews with staff, students, parents, and community, if applicable.	Annual Site Visit	Observation and Interview		X	
Required Visitor Policy Adopted by Charter School	Described required visitor policies adopted by the Charter School during unannounced visits.		Submitted to CCCOE	X		
Identification of Point of Contact for Closure Activities	Name, phone, email, fax and postal address for primary contact in event of school closure (If updated from previous year).		Submitted to CCCOE	X		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
School Closure Checklist	Plan for school closure, consistent with charter provisions (if updated from previous year). See School Closure Procedures Checklist for activities, which must be completed in the event of closures.		Submitted to CCCOE	X		

EXHIBIT D



DataQuest Home / Enrollment Report

Enrollment Multi-Year Summary by Grade

Contra Costa School of Performing Arts Report (07-10074-0134114)

[+ Report Description](#)

[+ Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	361	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.0%	16.1%	26.0%	0.0%	9.1%	11.4%	7.5%	11.9%	0.0%
2022-23	341	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	12.9%	24.9%	19.1%	0.0%	13.2%	9.4%	12.3%	8.2%	0.0%
2021-22	440	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.9%	20.7%	22.0%	0.0%	13.4%	13.0%	6.1%	5.9%	0.0%
2020-21	460	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.5%	22.4%	21.1%	0.0%	16.7%	8.5%	7.6%	5.2%	0.0%
2019-20	451	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	19.5%	23.3%	22.2%	0.0%	12.6%	9.5%	6.7%	6.2%	0.0%
2018-19	471	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	22.5%	21.2%	20.6%	0.0%	11.9%	11.3%	9.1%	3.4%	0.0%
2017-18	420	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	24.8%	23.3%	17.4%	0.0%	14.0%	14.3%	6.2%	0.0%	0.0%

Data Reporting Office
California Department of Education
1430 N Street
Sacramento, CA 95814



CCSPA NOV Proposal

DECEMBER 18, 2024



Notice of Concern

➤ Contra Costa School of Performing Arts 1.18.24 (Fiscal Solvency)

1. CCSPA violated their MOU with CCCBOE by not maintaining a 4% required reserve
2. CCSPA has been in significant and progressive fiscal distress post-pandemic
3. This is primarily the result of declining enrollment with high fixed facilities costs
4. CCSPA is actively monitoring and adjusting their 24-25 budget to adapt as needed
5. School Services of California is contracted for support through February 2025
6. CCCOE staff have been diligent with oversight

STATUS: UNRESOLVED

Notice of Violation



- CCCOE staff observed both the CCSPA Board meeting (11/19) and the CCSPA Board Finance Committee meeting (11/24) wherein the status of their financials was discussed in great detail as they prepare to finalize their First Interim Budget submission
- Based on continued declining enrollment, CCSPA is now faced with making further mid-year budget cuts in order to remain cash-positive for the duration of the 24-25 school year
- The only place left to make these cuts is in staffing which will be incredibly challenging
- While there is still some slim hope for receipt of unguaranteed external revenue sources that would improve the short-term picture, these continue to not materialize
- **Given this updated financial picture, staff believes it is now necessary to elevate our authorizer intervention by issuing CCSPA a Notice of Violation (“NOV”)**

Progressive Response Protocol



1. Communication/Problem Solving/Monitoring



2. Notice of Concern



3. Notice of Violation



4. Revocation Proceedings



NOV Objective

- A NOV is the first step in the charter revocation process as delineated in Education Code Section 47607 and CCCBOE Board Policy 0420.43
- It remains the primary goal of CCCOE to avoid any unnecessary negative impact to the CCSPA students' educational program while we carry out our oversight responsibilities
- This fundamentally means that if a school closure is ultimately deemed necessary, it should occur at the least disruptive time and with the most advanced notice possible
- CCCOE will continue to work with CCSPA with the shared intent to complete the 24-25 school year as calendared
- The objective of moving through the revocation process with CCSPA is to safeguard against the possibility of continued charter operations (e.g. 25-26 school year) in a financially unsound and/or irresponsible manner
- Possible outcomes:
 - Timed revocation
 - Binding agreement for timed closure
 - Permission to continue operations
 - Other?

Education Code § 47607



(f) A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- (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 law.

(g) Before revocation, the chartering authority shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

(h) Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

Education Code § 47607 cont.



(j)(1) If a county board of education is the chartering authority and the county board of education revokes a charter pursuant to this section, the charter school may appeal the revocation to the state board within 30 days following the decision of the chartering authority.

(2) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence.

(k) If the revocation decision of the chartering authority is reversed on appeal, the agency that granted the charter shall continue to be regarded as the chartering authority.

(l) During the pendency of an appeal filed under this section, a charter school whose revocation proceedings are based on paragraph (1) or (2) of subdivision (f) shall continue to qualify as a charter school for funding and for all other purposes of this part, and may continue to hold all existing grants, resources, and facilities, in order to ensure that the education of pupils enrolled in the school is not disrupted.



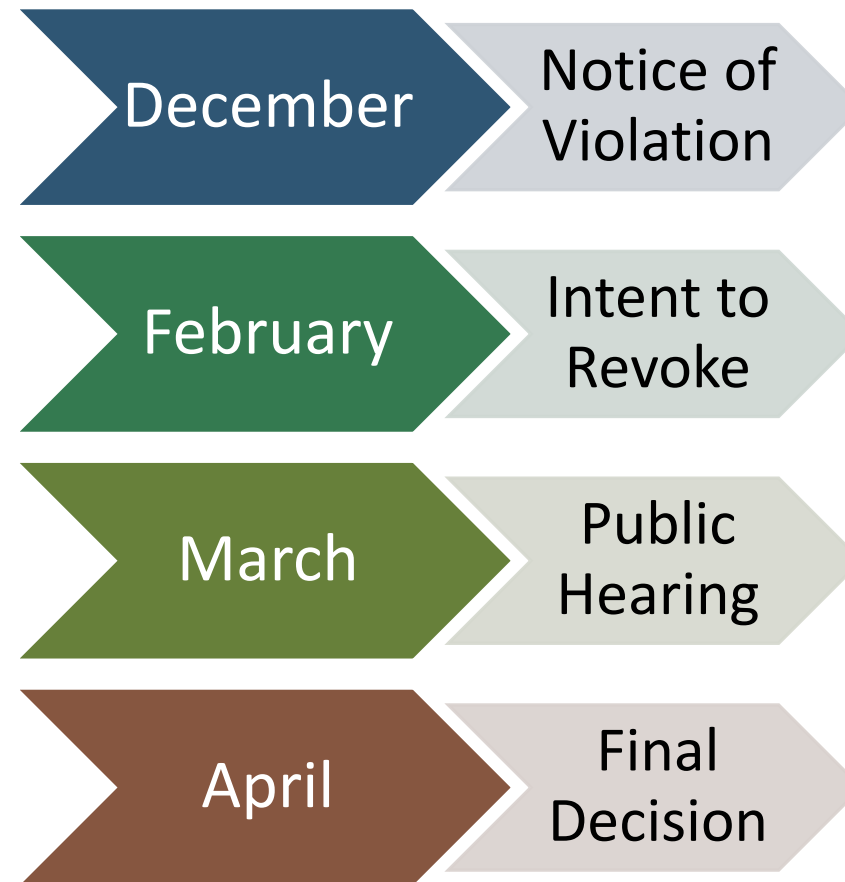
Revocation Timeline

1. **Notice of Violation** (*day one of the statutory timeline commences*)
2. **Intent to Revoke** (*after expiration of the school's reasonable opportunity to remedy*)
3. **Public Hearing** (*within 30 days of ITR issuance*)
4. **Final Decision** (*within 30 days of the Public Hearing*)
5. **Extension** (*additional 30 days if mutually agreed to*)





CCSPA Proposed Timeline



Additional Information



- A version of this presentation was made at the December 3rd CCCBOE Charter Committee meeting at which time the Trustees agreed to move this item forward for action at the upcoming CCCBOE Board meeting
- In alignment with BP 0420.43, CCSPA has been provided 72 hours advanced notice regarding tonight's pertinent agenda item along with copies of all related public documentation
- Should the CCCBOE vote to move forward, CCCOE staff will issue the NOV to CCSPA pursuant to that action
- The CCCBOE will be kept apprised through the duration of this process

Staff Recommendation



- Staff recommends approval of the NOV as presented
- Suggested Motion: *“I motion to approve the Notice of Violation for Contra Costa School of Performing Arts as presented and authorize CCCOE staff to issue the notice accordingly.”*

Questions?



CONTRA COSTA COUNTY
Office of Education

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Coversheet

Options for Continued Operation

Section:	VII. Other Business
Item:	B. Options for Continued Operation
Purpose:	Vote
Submitted by:	
Related Material:	CoCoSPA Board Resolution re Closure (4900-8782-4400.v2).docx.pdf

RESOLUTION OF CHARTHOUSE PUBLIC SCHOOLS CORPORATION
BOARD OF DIRECTORS
(A California Non-Profit Public Benefit Corporation)

A RESOLUTION documenting the closure of Contra Costa School of Performing Arts (“Charter School”), a charter school authorized by the Contra Costa County Office of Education (“County”).

WHEREAS, Charter School is a California public charter school operated by a nonprofit public benefit corporation under the direction and management of the ChartHouse Public Schools Corporation Board of Directors (the “Board”), which is vested with the authority necessary to operate educational programs for the benefit of California school children; and

WHEREAS, the Board has decided to voluntarily surrender the charter of the Charter School, and close the Charter School, due to declining enrollment making continued operations infeasible unless an agreement can be reached with another charter operator; and

WHEREAS, the Board will follow the closure procedures as required under the Charter School’s Charter, the Charter Schools Act, and Title 5 of the California Code of Regulations, Section 11962 *et seq.*; and

WHEREAS, the Board has appointed Catherine Foster, Executive Director (“Closure Agent”), as the person responsible for closure-related activities;

WHEREAS, the Board shall utilize cash on hand to undertake any expenses associated with the closure procedures;

NOW THEREFORE, IT IS RESOLVED by the Board of Directors that the Charter School shall close after the end of the day on June 5, 2025; and be it further

RESOLVED, that all employees other than Catherine Foster and employees recommended by the Closure Agent and approved by the Board Chair shall have their last day be June 5, 2025; and

RESOLVED, the Closure Agent shall take all actions necessary or desirable to wind down and cease operations of the Charter School as well as the nonprofit public benefit corporation.

ADOPTED by the Board at a regular meeting thereof on January 21, 2025.

* * *

AYES:

NOS:

ABSTENTIONS:

I, [insert name], am the Board Secretary of ChartHouse Public Schools Corporation Board of Directors. I hereby certify that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors on January 21, 2025 and that this resolution has not been revoked.

Date: _____

[insert name], Board Secretary
ChartHouse Public Schools Corporation

4900-8782-4400, v. 2

Coversheet

Executive Summary

Section:	VII. Other Business
Item:	C. Executive Summary
Purpose:	Discuss
Submitted by:	
Related Material:	Executive Summary January 2025.pdf

Executive Summary

Prepared by Catherine Foster

January 21, 2025

ED Priorities:

- Enrollment/Financial Sustainability
- Climate and Culture
- Academic Achievement

Enrollment:

Grade	August	Sept.	Oct.	Nov.	Dec.	Jan.	Current Apps
6th	41	41	41	39	36	37	35
7th	64	61	61	60	60	61	7
8th	55	54	53	52	52	49	9
9th	54	47	45	45	45	43	5
10th	28	26	26	25	25	23	4
11th	32	33	33	31	30	25	0
12th	23	23	23	23	23	23	0
Total	297	285	282	275	271	261	60

Attendance:

Contra Costa School of Performing Arts
08/08/2024 to 01/20/2025 = 92 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
6	0	45	1	8	37	4048	0	474	197.00	3377.00	36.71	94.49%
Subtotal	0	45	1	8	37	4048	0	474	197.00	3377.00	36.71	94.49%
7	0	66	0	5	61	6072	0	603	224.00	5245.00	57.01	95.90%
8	0	57	1	8	49	5152	0	341	307.00	4504.00	48.96	93.62%
Subtotal	0	123	1	13	110	11224	0	944	531.00	9749.00	105.97	94.83%
9	0	55	0	12	43	5060	0	801	205.00	4054.00	44.07	95.19%
10	0	27	0	4	23	2484	0	155	88.00	2241.00	24.36	96.22%
11	0	37	0	13	24	3404	0	578	297.00	2529.00	27.49	89.49%
12	0	23	0	0	23	2116	0	0	169.00	1947.00	21.16	92.01%
Subtotal	0	142	0	29	113	13064	0	1534	759.00	10771.00	117.08	93.42%
Grand Total	0	310	2	50	260	28336	0	2952	1487.00	23897.00	259.76	94.14%

Enrollment/Fiscal Sustainability

- Cash to make it to the end of the year.
- Working with DMS to plan.
- Greatest concern is keeping students enrolled

Climate and Culture

- Shared with staff on Wednesday in a community circle.
- Shared with students today.
- Broke into grade-level groups.
- Students shared ideas.
- Lisa began emailing grade-level messages to families.

Academic Achievement

- iReady Diagnostic 2 Results
 - Whole school:
 - 36% proficient in Reading
 - 18% proficient in Math
 - 55% progress on annual typical growth for math
 - 72% progress on annual typical growth for reading
 - 6th grade is highest in math
 - 6th grade is 29%
 - Other grades still struggling
 - 6th, 9th and 10th highest in reading
 - 6th - 40%
 - 9th - 41%
 - 10th - 40%

Student Council

- Planning for “All the Sweetest Things” an auction to raise money for performances on a stage. March 13th

Events update (check the [Live Calendar](#)) Board members can use COCOSPABOARDMEMBERS for one free ticket to the events:

- January 21 - FAFSA workshop for senior families, 6-7pm
- January 24 - Chance Theater, 3 min performances, 12:45 – 1:30pm
- January 24 - BSU Snack Sales after school
- January 24 - Yearbook Work Night, 5-9pm
- January 30 - Theater - "Trap" performance, 12:45 – 2:30pm
- January 31 - BSU Snack Sales after school