



CONTRA COSTA COUNTY
Office of Education

learn • lead • achieve

Memorandum of Understanding

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

*Contra Costa School for the Performing Arts
January 13, 2021]*

**TABLE OF
CONTENTS**

1. Purpose of Memorandum of Understanding.....	1
2. Term of the Memorandum of Understanding.....	2
4. Governance and Management	3
5. Required Documentation	3
7. Governing Board Activities.....	4
8. Human Resources Management	5
11. Insurance and Risk Management.....	7
12. Hold Harmless and Indemnification	8
14. Food Service and Transportation	9
15. Accountability for Academic Performance	9
16. Services for Students with Disabilities	10
17. Independent Study	11
18. Funding.....	11
19. Attendance Reporting.....	12
20. Financial Reporting	12
21. Annual Audit.....	13
22. Monitoring and Oversight.....	13
23. Material Revisions to Charter	14
24. Charter Renewal	14
25. Charter Revocation.....	15
27. Dispute Resolution	16
28. Severability	16
29. Venue.....	17
30. Non-Assignment	17
31. Amendment and Waiver	17
32. Captions and Section Headings	17
33. Notification	17
34. Entire Agreement; Counterparts	18

APPENDICES

Schedule A: Required Documentation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this [DATE] 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 for the Performing Arts* (hereinafter referred to as "SPA" or “Charter School”). Hereinafter, the County Board, the CCCOE, and Manzanita 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.

Date

CEO/Executive Director/Superintendent or Designee

Date

President, Contra Costa County Board of Education or Designee

Date

Contra Costa County Superintendent of Schools or Designee

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