



Memorandum of Understanding

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

And

Clayton Valley Charter High School

March 11, 2020

Revised 03.12.20

TABLE OF CONTENTS

1. Purpose of Memorandum of Understanding	3
2. Term of the Memorandum of Understanding.....	4
3. Operation of Charter	4
4. Governance and Management.....	4
5. Required Documentation	5
6. Public Information: Website Posting.....	6
7. Governing Board Activities	6
8. Human Resources Management	6
9. Students.....	7
10. Required Disclosures	8
11. Insurance and Risk Management	8
12. Hold Harmless	9
13. Facilities	10
14. Food Service and Transportation	10
15. Accountability for Academic Performance	11
16. Services for Students with Disabilities.....	11
17. Independent Study	12
18. Funding	12
19. Attendance Reporting	13
20. Financial Reporting.....	13
21. Annual Audit	14
22. Monitoring and Oversight.....	14
23. Material Revisions to the Charter	15
24. Charter Renewal.....	16
25. Charter Revocation.....	16
26. Charter Closure	16
27. Dispute Resolution	17
28. Severability	17
29. Venue	17
30. Non-Assignment.....	17
31. Amendment and Waiver.....	18
32. Captions and Section Headings	18
33. Notification	18
34. Entire Agreement; Counterparts	19

APPENDICES

Schedule A: Required Documentation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this [number day of the month, year] 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 *Clayton Valley Charter High School* (hereinafter referred to as "CVCHS"). Hereinafter, the County Board, the CCCOE, and CVCHS 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 CVCHS 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 Charter") for the operation of *Clayton Valley Charter High School* (hereinafter "CVCHS" or the "Charter School"). Unless otherwise stated, for the purposes of this MOU, the terms CVCHS and the Charter School may be used interchangeably, with the duties and responsibilities of CVCHS and Charter School being the same under this Agreement.

- 1.2. CVCHS is a California nonprofit public benefit corporation, which manages and operates CVCHS. CVCHS 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. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its oversight obligations of CVCHS, whether arising at law, by the terms of the Charter School's Charter (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. Additionally, the County Board may seek further documentation and information in those areas which have been delegated to CCCOE. Material revisions to any part of the petition (including the appendices) or MOU must be brought to the County Board of Education for approval.
- 1.5. The fundamental interest of the County Board and CCCOE is, on a continuing basis, to be assured that the CVCHS is (1) implementing the provisions of the charter 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 CVCHS, which go beyond the provisions included in the Charter School's Charter or are in need of further clarification. The County Board and CCCOE also acknowledge that the operation of CVCHS is to be solely carried out by CVCHS. This MOU is intended to address those matters that have not been covered in the Charter 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.

- 1.7 CVCHS and the County Staff will meet to delineate changes made in the Petition presented to the County Board in 2019. All identified changes deemed to be potential material revisions will be brought before the County Board for them to define which, if any, are material revisions and which revisions were not accepted by the board when the Petition was renewed.

2. Term of the Memorandum of Understanding

- 2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover five (5) fiscal years commencing on July 1, 2020, and ending on June 30, 2025 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter.
- 2.2. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this MOU, County Board policy, and applicable law.
- 2.3. CVCHS shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from the County Board, CCCOE, or from the County Superintendent and shall consult with the County Board, CCCOE, or the County Superintendent regarding any inquiries in accordance with the Cal. Ed. Code §47604.3.
- 2.4. This MOU between and among the County Board, CCCOE, and CVCHS shall include Schedule A and if applicable Schedule B.
- 2.5. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of CVCHS

- 3.1. CVCHS 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 December 11, 2019.
- 3.2. CVCHS is authorized to operate with grades 9-12. CVCHS will serve an enrollment of approximately 2250 students through the Term, as projected in the Charter.
- 3.3. The parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, 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. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the parties. 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. CVCHS will operate consistent with Cal. Ed. Code §47604(a). CVCHS acknowledges, as is stated in CVCHS's Charter, that it is a separate legal entity and neither the County Board nor the CCCOE are liable for the debts and obligations of CVCHS or the Charter School as per Cal. Ed. Code §47604(d).
- 4.2. The parties further recognize that consistent with the Charter, CVCHS has obtained and maintains status as a nonprofit public benefit corporation as provided in Cal. Ed. Code §47604.
- 4.3. The County Board reserves the right to appoint a representative to the CVCHS Board of Directors in accordance with Cal. Ed. Code §47604 (c).
- 4.4. CVCHS agrees to comply at all times with laws which apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:
 - The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§54950 *et seq.*);
 - The California Public Records Act (Cal. Gov. Code, §§6250 *et seq.*);
 - State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, §§81000 *et seq.*);
 - The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§11164 *et seq.*);
 - The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. §§1400 *et seq.*);
 - The Americans with Disabilities Act (42 U.S.C. §§12101 *et seq.*);
 - The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§12900 *et seq.*);
 - The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§621 *et seq.*);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§794 *et seq.*);
 - Education Code Sections 200 and 220 (prohibiting discrimination);
 - The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§4600 *et seq.*);
 - The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§1232 *et seq.*);
 - Local Control Funding Formula (California Assembly Bill 97, as codified); and
 - All applicable state and federal laws and regulations concerning the improvement of student achievement.
 - CVCHS 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. CVCHS 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. CVCHS 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 CVCHS Board of Directors:
 - Articles of Incorporation
 - Bylaws
 - Conflict of Interest Code
 - Roster of CVCHS Board of Directors
 - Schedule of Board of Directors meetings
 - Name and contact information for CVCHS leader (principal, director, or head of school, etc.)

- Name and contact information for CVCHS primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)
 - Organizational Chart including board governance
- 5.4. While the County Board has delegated the responsibility for obtaining and reviewing documentation from CVCHS, the County Board continues to assert its right as authorizer to review documents required as a part of this MOU.

6. Public Information: Website Posting

- 6.1. CVCHS shall post on CVCHS's website the documents listed and described in Schedule A that have the words *posted on the web* listed in the column titled *Method of Delivery and Access*, attached and incorporated herein by reference, by the dates specified therein.
- 6.2. CVCHS will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

- 7.1. The Board of Directors of CVCHS shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to CVCHS and the Charter through implementation of effective policies and procedures. Board meetings of the CVCHS Board of Directors will be conducted according to the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§54950, *et seq.*) (the "Brown Act").
- 7.2. CVCHS ensures that all members of the Board of Directors of CVCHS, CVCHS leaders, CVCHS primary financial contact, and any other CVCHS staff deemed appropriate by CVCHS, 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 CCCOE's Schedule A: Required Certifications.
- 7.2.1. All agendas shall be posted in advance of the board meeting, and such posting shall be in conspicuous physical location/s, including all school sites and CVCHS's offices, and on CVCHS's website, in accordance with the Brown Act. As a courtesy to the public, all documents to be shared at the meeting will be attached to the on-line agenda before the meeting, if possible.
- 7.2.2. Approved minutes of each Board of Directors meeting shall be posted within two (2) business days of approval, as specified in Schedule A.
- 7.2.3. CVCHS board meeting agendas and minutes shall be maintained for public inspection at the designated office of CVCHS during normal business hours and shall be made available promptly upon request in hard copy at all locations of CVCHS.
- 7.2.4. CVCHS shall make audio or video recordings of its meetings, CVCHS shall ensure recordings are posted on the school's website and accessible to the public within two (2) days of the meeting. All recordings shall be audible.
- 7.2.5. CVCHS will revisit the School's governance with CCCOE and the County Board with a focus on community participation in the governance of the school.

8. Human Resources Management

- 8.1. CVCHS is deemed the exclusive employer of the employees of CVCHS for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §§3540, *et seq.* CVCHS will have sole responsibility for employment, management, dismissal, and discipline of its employees.
- 8.2. Through the term of the charter, the Charter School shall ensure that all employees will comply with the criminal background check and fingerprinting requirements of

Education Code Sections 44237 and 45125.1. Employees include those providing the following services: school and classroom janitorial, schoolsite administrative, schoolsite grounds and landscape maintenance, pupil transportation, and schoolsite food-related. 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. To determine whether contact is limited, the Charter shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether pupils will be in proximity with the site where the person will be working, and whether the person will be working by themselves or with others. If the Charter makes this determination, the school shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.
- 8.4. CVCHS 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. CVCHS shall provide the CCCOE with proof that all of CVCHS 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. CVCHS will have documentation on file (for inspection upon request) of its teachers' credentials.
- 8.6. If CVCHS offers employees of CVCHS the opportunity to participate in STRS or PERS, CVCHS 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. CVCHS Students

- 9.1. The parties recognize and agree that CVCHS will be open to all students. CVCHS shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups are enumerated by Cal. Ed. Code §§200 and 220, Cal. Gov. Code §11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class, and immigration status. Additionally, it is the policy of CCCOE and its Board, pursuant to Section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination (Cal. Ed. Code §231.5).
- 9.2. CVCHS will not discourage enrollment or encourage disenrollment of any pupil for any

reason, and specifically based on any characteristic listed in 9.1 above 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.

- 9.3. CVCHS shall make a serious and concerted effort to recruit students to CVCHS to achieve a racial and ethnic student subgroup, English Learner, and special education student population balance among its pupils that is reflective of the general population residing within the school district in which CVCHS is located. 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.
- 9.4. If a CVCHS student is expelled or leaves CVCHS at any time during the year without graduating or completing the school year for any reason, CVCHS shall notify the parties and superintendent of the student's last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)). The Charter School shall maintain records of such notifications during the Term of this Agreement for review upon request.
- 9.5. To the extent necessary to discharge its reasonable supervisorial oversight activities, CVCHS hereby designates the employees of CCCOE as having a legitimate educational interest such that they are entitled upon request to access to CVCHS's education records under the Family Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. As authorizer, the County Board also has a legitimate educational interest to ensure they fulfill their oversight responsibilities. The County Board, CCCOE, CVCHS, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.
- 9.6. If a charter student is expelled the parents/guardians have the right to due process by appeal to the County Board. The charter's Student/Parent Handbook and website shall inform parents/guardians of this right. An appeal must be filed within 30 calendar days from the date of the local board's decision to expel. The following are the possible Grounds for Appeal:
 - 9.6.1. The local Board proceeded without or in excess of its jurisdiction.
 - 9.6.1.1. Where an expulsion hearing is not commenced within the statutorily or locally prescribed time periods.
 - 9.6.1.2. Where an expulsion order is not based upon the acts enumerated in California Education Code section 48900.
 - 9.6.1.3. Where the situation involves acts not related to school activity or attendance.
 - 9.6.2. The local Board failed to provide for a fair hearing.
 - 9.6.2.1. Where the pupil was denied the right to be represented by counsel.
 - 9.6.2.2. Where the pupil was prohibited from introducing testimony of witnesses on his or her behalf.
 - 9.6.2.3. Where there is a failure on the part of the charter school to introduce substantial evidence to support a recommendation to expel.
 - 9.6.2.4. Where the evidence submitted in support of the expulsion is not the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
 - 9.6.2.5. Where the pupil was not given an opportunity to confront or question

any witnesses who testified at the hearing except as provided in California Education Code section 48918(f)

- 9.6.3. There was a prejudicial abuse of discretion in the hearing as such abuse is described in Section 48922 of the Education Code.
- 9.6.3.1. If the charter school's board did not proceed with the expulsion in the manner required by State law or applicable charter's rules, regulations or procedures governing expulsions.
- 9.6.3.2. If the decision to expel is not supported by the findings of the charter school governing board as prescribed by California Education Code section 48915.
- 9.6.3.3. If the findings are not supported by the evidence.
- 9.6.4. There is new relevant evidence that could not have been produced at the time of the hearing or there was relevant evidence that was improperly excluded at the hearing.
- 9.6.5. The Contra Costa County Board of Education is required to base its determination upon the written record of the expulsion hearing conducted before the charter school governing board. No other evidence may be considered except as provided in Education Code section 48923(a)(2). It is not the duty of the CCBE to re-try the issue, but to review the expulsion to assure the proper legal procedures were followed and a hearing was conducted.
- 9.7. CVCHS shall maintain intervention methods to support students who are struggling to meet academic and behavioral expectations, as well as students who require wrap around support services. CVCHS shall frequently monitor student academic progress and implement comprehensive interventions and support for students who are struggling to meet graduation requirements, including those students who are struggling to stay on track to become "a-g" eligible and maintain at least a grade of a "C" in all classes.
- 9.8. CVCHS shall provide integrated English Language Development instruction for its English Learner students, along with the necessary teacher professional development.
- 9.9. CVCHS shall strive to achieve a student population that matches the demographics of MDUSD, including English Learners and students with disabilities. 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.
- 9.10. CVCHS 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) and paragraphs 9.1 and 9.2 of this MOU.
- 9.11. CVCHS shall comply with the recent change in law that requires a charter school to develop a comprehensive school safety plan by maintaining a compliant and comprehensive school safety plan.

10. Required Disclosures

- 10.1. CVCHS shall notify the County Board and 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 CVCHS or any employee, agent or volunteer that may involve or affect CVCHS. In addition, CVCHS shall immediately notify CCCOE of any request for information by any

governmental agency about the CVCHS.

- 10.2. CCCOE shall notify CVCHS 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, CVCHS or the Charter School, that may involve or affect CVCHS or the Charter School. In addition, the CCCOE shall immediately notify CVCHS and the County Board of any request for information by any governmental entity about CVCHS or the Charter School.
- 10.3. If CVCHS seeks any loans or advance receipt of funds for CVCHS, it shall establish a fiscal plan for repayment in advance of receipt of such loans. CVCHS shall provide advance written notice to the County Board and the CCCOE specifying its intent to apply for a loan for CVCHS. 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, CVCHS shall, at the time of deposit of any sums which are loans to CVCHS for CVCHS, provide CCCOE with the loan documents, minutes of CVCHS Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule. CVCHS will provide the same information in the same manner for loans and/or advancement of funds made internally by CVCHS.

11. Insurance and Risk Management

- 11.1. CVCHS 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 CVCHS:

- 11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of CVCHS' 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 CVCHS premises and operations. CVCHS shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of CVCHS, its governing board, officers, agents, or employees of CVCHS 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 CVCHS 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 CVCHS from claims under Workers' Compensation Acts that may arise from its operation of CVCHS, 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. In addition, CVCHS shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide CCCOE with such plan and with annual certification that such policies and practices have been

instituted at CVCHS, 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. CVCHS 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

12.1. CVCHS shall hold harmless, defend, and indemnify the County Board, CCCOE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of CVCHS, its officers, employees or agents. In cases of such liabilities, claims, or demands, CVCHS, 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 CVCHS's attorneys 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.

12.2. CCCOE and the County Board shall hold harmless, defend, and indemnify CVCHS, its board, officers, agents and employees, from every liability, claim or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the County Superintendent, the County Board, or CCCOE, its officers, employees or agents. In such cases of such liabilities, claims, or demands, CCCOE and/or County Board, at its own expense and risk, shall defend with legal counsel satisfactory to CVCHS all legal proceedings which may be brought against CVCHS, its board, officers, and employees, who will cooperate fully with the County Board and/or CCCOE, its officers and employees, attorneys 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 CVCHS arising out of the gross negligence or intentional acts, errors, or omissions of CVCHS, its board, directors, employees, officers and agents.

13. Facilities

13.1. It is understood and agreed that the County Board and/or the CCCOE have no obligation to provide facilities to CVCHS. If CVCHS seeks facilities from a district in which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, CVCHS shall provide a copy of each Proposition 39 request for CVCHS 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 CVCHS or the district.

13.2. CVCHS shall ensure that CVCHS's facility is located 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 Charter School facilities

must meet all applicable health and fire code requirements and zoning laws. CVCHS will furnish the CCCOE, as provided in Schedule A, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. CVCHS 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. CVCHS shall ensure adequate facilities are available to students at all times. CVCHS shall demonstrate good standing on their lease agreement including all agreements about facilities maintenance, improvements and site changes or construction. The Charter School shall provide such documentation to the parties during their annual review and upon request.
- 13.5. In the event that CVCHS seeks to open an additional school site (whether for classroom or non-classroom based instruction), CVCHS will submit a request for a material revision of the Charter School's Charter 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.
- 13.6. CVCHS shall continue to utilize best efforts to settle the litigation between it and Mt. Diablo Unified School District regarding its main campus facility.

14. Food Service and Transportation

- 14.1. CVCHS shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as described under Cal. Ed. Code §49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in Cal. Ed. Code §49531.
- 14.2. CVCHS shall be responsible for any and all transportation offered by CVCHS to students who enroll in CVCHS, 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. CVCHS shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for CVCHS.
- 15.2. CVCHS shall comply with Cal. Ed. 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. CVCHS's annual adopted Local Control and Accountability Plan ("LCAP") shall be submitted to the County by as specified in Schedule A.
- 15.3. The parties hereby agree that CVCHS is accountable for pupil outcomes identified in the Charter. At the request of the County Board or CCCOE, CVCHS shall present updates and reports regarding [Charter School Name's] pupil outcomes to the Contra Costa County Board of Education during the year. It is also the intent of both parties to adopt a framework of common metrics that will apply to CVCHS as well as the other charter schools authorized by the County.

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") in a Special Education Local Plan Area ("SELPA"), or as a duly constituted SELPA approved by the State of California. As specified in Schedule A, CVCHS shall provide CCCOE with a copy of the Local Plan and documentation of the status of CVCHS as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. CVCHS shall assume all responsibility, including but not limited to full financial responsibility, for

the implementation of student plans and provision of educational services under The Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, for all students who are enrolled in CVCHS.

- 16.3. CVCHS may contract with any school district or other qualified organization for other services on behalf of CVCHS, provided that such services are at no cost to the County Board and/or CCCOE. Written agreements shall be authored to specify such services and costs. It is further recognized that CVCHS 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 CVCHS and as otherwise required by applicable state and federal laws.
- 16.4. As specified in Schedule A, CVCHS shall provide special education revenue and expense schedules to the CCCOE as back-up to required regular financial reports. To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to CVCHS for such purposes, and CVCHS shall be responsible for any and all such costs related to students of CVCHS.
- 16.5. CVCHS 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 CVCHS. The CCCOE may establish regular meetings with CVCHS special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor CVCHS to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. CVCHS agrees to defend with legal counsel satisfactory to CCCOE legal counsel 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 CVCHS. 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 CVCHS.
- 16.7. CVCHS acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and IEPs may constitute a material violation of the conditions, standards and procedures set forth in the Charter and this MOU, as well as violation of applicable law which may be sufficient to support the County Board's revocation of the Charter School's Charter pursuant to Cal. Ed. Code §47607.
- 16.8. CVCHS shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, 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.
- 16.9. CVCHS 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. CVCHS 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 CVCHS.
- 17.2. If CVCHS 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. Ed. Code §§51745, *et seq.*), and applicable regulations.

18. Funding

- 18.1. CVCHS shall be a direct funded in accordance with Cal. Ed. Code §§47630 *et seq.* CVCHS is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Cal. Ed. Code §§42238 and 47651(a)(1). It shall be the responsibility of CVCHS to apply for funding beyond the basic statutory entitlements of the base grant due to CVCHS 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 CVCHS for the Charter School.
- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., CVCHS 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 CVCHS and to determine the positions of the parties. CVCHS 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. CVCHS is to operate the Charter School in a financially sound fashion. It is agreed that all loans sought by CVCHS for the Charter School shall be authorized in writing in advance by its Board and shall be the sole responsibility of CVCHS. 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 CVCHS. In addition, the CCCOE shall not act as or provide a line of credit to CVCHS.
- 18.6. The parties agree that neither the CCCOE nor the County Board shall act as fiscal agent for CVCHS. It is agreed that CVCHS 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 CVCHS all payments received by the CCCOE for CVCHS in a timely fashion.
- 18.7. To the extent that CVCHS 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 CVCHS.
- 18.8. CVCHS will use all revenue received from state and federal sources only for the educational services of CVCHS and for the benefit of the students enrolled in and attending CVCHS. 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. CVCHS shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting. CVCHS 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 CVCHS's attendance data submitted by CVCHS only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to CVCHS.
- 19.2. CVCHS 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 CVCHS, and may be reviewed by CCCOE during site visitations.

20. Financial Reporting

- 20.1. CVCHS is required by Cal. Ed. Code §47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, CVCHS 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. The CCCOE and the County Board may request additional information, as necessary, to evaluate the fiscal condition of CVCHS. CVCHS shall also provide a timely response to all inquiries from CCCOE and the County Board and shall provide all documents and additional information, as necessary to evaluate the fiscal soundness, operations, and governance of all other CVCHS non-profit and for-profit corporate entities affiliated with CVCHS as may be providing services to CVCHS or controlling the assets of CVCHS, including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the CVCHS and, in regard to information or documents that may reasonably impact the assets of CVCHS, such affiliated entities, in accordance with Education Code Section 47604.3, and shall fully cooperate with any investigation into their operations conducted by CCCOE pursuant to Cal. Ed. Code §47604.4.
- 20.2. The parties agree that maintenance of a sufficient level of funding reserve is in the best interest of CVCHS and its successful operation. Accordingly, CVCHS 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, CVCHS shall submit an annual independent financial audit in accordance with Cal. Ed. 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 CVCHS's selection of an auditor, as specified in Schedule A.
- 21.2. In addition to CVCHS'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 bylaw for the audit of CVCHS.

22. Monitoring and Oversight

- 22.1. The CCCOE will conduct at least one (1) visit to CVCHS annually in accordance with Charter Schools Act. The information gathered will be used to assess CVCHS's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include review of the facility, review of records maintained by CVCHS, interviews with the management employees of CVCHS, CVCHS's employees working at CVCHS including the site principal, and CVCHS's students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with CVCHS'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 CVCHS, 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 cost of oversight, monitoring, and reporting concerning CVCHS in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by CVCHS, as defined in Cal. Ed. Code §47613(f) from the local control funding formula calculated pursuant to Cal. Ed. Code §42238.02 as implemented by Cal. Ed. Code §42238.03. The oversight fees shall be invoiced annually by CCCOE, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

23. Material Revisions to Charter

- 23.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Cal. Ed. Code §47607. The determination as to what constitutes a material revision will be determined by the County Board. Changes to the Charter 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 CVCHS, including the addition or deletion of a major program component that is identified in the Charter as a distinctive feature of CVCHS.
 - 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. Changes in enrollment originally projected in the charter petition that represent an increase or decrease from the annual enrollment originally projected in the Charter petition by more than 25% in any grade level or 10% percent of total enrollment in any given year.
 - 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, or otherwise required bylaw.
 - 23.1.5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - 23.1.6. Changing the name of Clayton Valley Charter High School.
 - 23.1.7. Entering into a contract to be managed or operated by any other CVCHS public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than CVCHS.
 - 23.1.8. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter, unless the change is required by law.
 - 23.1.9. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action, unless the change is required bylaw.
- 23.2. Changes to the Charter not deemed to be material revisions may be made by the CVCHS Board of Directors following notification to CCCOE and the County Board. Such notice shall be provided, in writing, at least 5 business days in advance of the CVCHS 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. CVCHS may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory and regulatory provisions. CVCHS shall submit its renewal petition for the next charter 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 CVCHS would cease operations without renewal. CCCOE shall provide the County Board with a copy of the Petition and review the charter petition, academic and financial performance, audit reports, annual visitation reports, information regarding the number and resolution of disputes and complaints; and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. 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 Charter in accordance with Cal. Ed. 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 CVCHS needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of CCCOE in coordination with the County Board.
- 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 CVCHS, and makes such determination in writing, per Cal. Ed. Code §47607(d), 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 Charter in accordance with Cal. Ed. Code §§47607(d) and/or (e).
- 25.3. During the period prior to revocation, CVCHS 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 reasonable satisfaction of the County Board.

26. CVCHS Closure

- 26.1. At all times it is operational during the Charter Term, CVCHS will maintain a description of the procedures to be used in the event CVCHS 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 content of the Charter.
- 26.2. If CVCHS is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the CCCOE on behalf of the County Board shall serve written notice on CVCHS that the closure procedures have been invoked. CVCHS will immediately identify to the CCCOE the specific individual who is responsible for coordinating CVCHS's close out activities. CCCOE will identify a staff person who will work with CVCHS to accomplish all close out activities.
- 26.3. CVCHS expressly acknowledges the right of the CCCOE, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning CVCHS at any time after the

CVCHS 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 CVCHS, CCCOE and/or the County Board.
- 27.2. In the event of a dispute between CVCHS 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. CVCHS'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.
- 27.3. 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 borne 50/50 by the parties.
- 27.4. If a dispute between CVCHS 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.
- 27.5. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.
- 27.6. The costs of the arbitrator shall be borne 50/50 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 CVCHS.
- 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.
- 31.3. 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

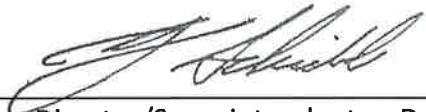
To CVCHS at:
[Street Address]
[City, State, Zip Code]
Attn: [CEO/Executive Director/Superintendent Name]

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.

5/13/2020
Date


CEO/Executive Director/Superintendent or Designee, Jim Scheible

6/23/2020
Date

Vikki Ohanis Chaves
President, Contra Costa County Board of Education or Designee

6/15/20
Date


Contra Costa County Superintendent of Schools or Designee

Approved and ratified this 12th Day of March 2020 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: ▪ 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	According to the Brown Act	According to the Brown Act			According to the Brown Act
Agenda Item Attachments	All documents referred to in the agenda or discussed at the meeting.	According to the Brown Act	According to the Brown Act			According to the Brown Act
Board Meeting Minutes	Approved minutes of board and standing committee meetings	According to the Brown Act	According to the Brown Act			According to the Brown Act
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		
Conflict of Interest Policies	Conflict policy compliant with Charter and Fair Political Practices Act		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
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		
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						

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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	
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		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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 1st	Submitted to CCCOE		X	
Safety Training	Certification that all employees have been trained in health, safety and emergency procedures.	August 1st	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	
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		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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		
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	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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		
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						

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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						
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

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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	
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						

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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		
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		

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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	
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	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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 (<i>due January 15</i>)	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 (<i>due May 1</i>)	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						
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	

ITEM	DESCRIPTION	DUE DATE	Method of Delivery and Access	FREQUENCY		
				Before Start Up & When Changed	Annually & When Changed	Other
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		
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		