



Memorandum of Understanding

Between Contra Costa County Board of Education,
County Superintendent of Schools/Office of Education,
And Golden Gate Community School

May 21, 2025

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APPENDICES

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this May 21st, 2025 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 Golden Gate Community School (hereinafter referred to as "GGCS"). Hereinafter, the County Board, the CCCOE, and GGCS 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 GGCS 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 Golden Gate Community School (hereinafter "GGCS" or the "Charter School").

- 1.2. All parties agree that no single party to this MOU 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.
- 1.3. To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its oversight obligations of GGCS, 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.
- 1.4. The fundamental interest of the County Board and CCCOE is, on a continuing basis, to be assured that the GGCS 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.
- 1.5. The parties recognize that there are many matters related to the operation of the charter and the effective oversight of GGCS, which go beyond the provisions included in the Charter School's Charter or are in need of further clarification. 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.

2. Term of the Memorandum of Understanding

- 2.1. This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall be in effect concurrent with the term of the approved Charter ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter or upon renewal of the Charter to a new term
- 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. GGCS 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 Education Code Section 47604.3.
- 2.4. This MOU between and among the County Board, CCCOE, and GGCS shall include Schedule A and if applicable Schedule B. GGCS agrees to provide any and all documents or records as described in Schedule A.
- 2.5. Any modification of this MOU must be made in accordance with Section 31: Amendment and Waiver.

3. Operation of GGCS

- 3.1. GGCS is a public charter school that shall be operated pursuant to the Charter Schools Act, applicable board policy and state and federal law. The Charter was granted by the County Board on [Date].
- 3.2. GGCS is authorized to operate with grades six through twelve. GGCS will annually serve an enrollment of approximately 100 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 MOU 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 needed to comply with changes in state or federal laws following the execution of this MOU.

4. Governance and Management

4.1. GGCS will operate consistent with Education Code Section 47604(a).

4.2. GGCS agrees to comply at all times with laws which generally apply to public agencies 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") (Government Code, §§54950 et seq.);
- The California Public Records Act (Government Code, §§7920 et seq.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Government 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") (Government 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 CCR. §§4600 et seq.);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§1232g 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.

5. Required Documentation

5.1. GGCS 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. GGCS 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 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.

- 5.4. While the County Board has delegated the responsibility for obtaining and reviewing documentation from GGCS, 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. GGCS shall post on GGCS'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. GGCS will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

7. GGCS Students

- 7.1. The parties recognize and agree that GGCS will be open to all students. GGCS shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any legally protected group. Protected groups are enumerated by Government Code Section 12940, Education Code Sections 200 and 220, Government 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 (Education Code §231.5).
- 7.2. GGCS 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.
- 7.3. If a GGCS student is expelled or leaves GGCS at any time during the year without graduating or completing the school year for any reason, GGCS shall notify the parties (including CCCOE) and superintendent of the student's last known school district within 30 days (pursuant to Education Code §47605(e)(3)). The charter shall maintain records of such notifications during the Term of this MOU for CCCOE review upon request.
- 7.4. To the extent necessary to discharge its reasonable supervisorial oversight activities, GGCS hereby designates the employees of CCCOE as having a legitimate educational interest such that they are entitled upon request to access to GGCS'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, GGCS, and their offices and employees shall comply with FERPA and state laws regarding student records at all times.

8. Facilities

- 8.1. 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.
- 8.2. In the event that GGCS seeks to open an additional school site (whether for classroom or non-classroom based instruction), GGCS will notify the County Board prior to doing so.

9. Food Service and Transportation

- 9.1. GGCS shall provide meals pursuant to Education Code Section 49501.5.
- 9.2. GGCS shall be responsible for any and all transportation offered by GGCS to students who enroll in GGCS, including but not limited to any and all transportation required in any student's Individualized Education Program ("IEP") as required by IDEA or Section 504 Plan.

10. Accountability for Academic Performance

- 10.1. GGCS shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for GGCS.
- 10.2. GGCS shall comply with Education Code Section 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. GGCS's annual adopted Local Control and Accountability Plan ("LCAP") shall be submitted to the County by as specified in Schedule A.
- 10.3. The parties hereby agree that GGCS is accountable for pupil outcomes identified in the Charter. At the request of the County Board or CCCOE, GGCS shall present updates and reports regarding GGCS's pupil outcomes to the Contra Costa County Board of Education during the year.

11. Services for Students with Disabilities

- 11.1. 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, GGCS shall provide CCCOE with a copy of the Local Plan and documentation of the status of GGCS as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 11.2. GGCS 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 GGCS.

- 11.3. As specified in Schedule A, GGCS 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 GGCS for such purposes, GGCS and GGCS shall be responsible for any and all such costs related to students of GGCS.
- 11.4. GGCS and GGCS agree 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 GGCS. The CCCOE may establish regular meetings with GGCS special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor GGCS to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 11.5. GGCS acknowledges that its failure to provide any Section 504 and/or special education services for students as required in their Section 504 Plans and/or 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 Education Code Section 47607.
- 11.6. GGCS 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.

12. Independent Study

- 12.1. Pursuant to applicable law, GGCS 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 of three or more days in duration. 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 GGCS.
- 12.2. If GGCS 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 Education Code Section §51745, et seq.), and applicable regulations.

13. Funding

- 13.1. GGCS shall be a [locally] funded in accordance with Education Code §§47630 et seq. GGCS is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code Sections 42238 and 47651(a)(1). It shall be the responsibility of GGCS to apply for funding beyond the basic statutory entitlements of the base grant due to GGCS under LCFF.
- 13.2. The parties specifically agree that it is not the responsibility of the CCCOE to provide funding in lieu of property taxes to GGCS for GGCS.
- 13.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., GGCS and/or GGCS 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 GGCS and to determine the positions of the parties.
- 13.4. GGCS and GGCS will use all revenue received from state and federal sources only for the educational services of GGCS and for the benefit of the students enrolled in and attending GGCS. 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.

14. Attendance Reporting

- 14.1. GGCS shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at GGCS. GGCS 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 attendance data submitted by GGCS 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 GGCS.
- 14.2. GGCS shall make available to CCCOE on request all back up attendance documents as specified in Schedule A.
- 14.3. 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 GGCS, and may be reviewed by CCCOE during site visitations.

15. Monitoring and Oversight

- 15.1. The CCCOE will conduct at least one (1) visit to GGCS annually in accordance with Charter Schools Act. The information gathered will be used to assess GGCS'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 GGCS, interviews with the management of GGCS, GGCS's employees working at GGCS including the site principal, and GGCS's students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with GGCS's site principal and GGCS's 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.

- 15.2. The County Board and CCCOE reserve the right to make unannounced visits to GGCS, 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.

16. Material Revisions to Charter

- 16.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Education Code Section 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:
 - 16.1.1. Substantial changes to the educational program, mission, or vision of GGCS, including the addition or deletion of a major program component that is identified in the Charter as a distinctive feature of GGCS.
 - 16.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the County Board.
 - 16.1.3. Changes in enrollment that represent an increase from the annual enrollment originally projected in the Charter petition by more than 15% in any grade level or 8% percent of total enrollment in any given year.
 - 16.1.4. 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 by law.
 - 16.1.5. Changing the name of Golden Gate Community School.
 - 16.1.6. Entering into a contract to be managed or operated by any other public benefit corporation (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than GGCS.
 - 16.1.7. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter, unless the change is required by law.

- 16.1.8. 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 by law.
- 16.2. Changes to the Charter not deemed to be material revisions may be made by GGCS following notification to CCCOE and the County Board. Such notice shall be provided, in writing, at least 5 business days in advance of the 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.

17. Charter Renewal

- 17.1. GGCS may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory and regulatory provisions. GGCS 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 the fiscal year in which GGCS 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.

18. Charter Revocation

- 18.1. The County Board shall have the right to revoke the Charter in accordance with Education Code Section 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 GGCS needs to occur with specified timelines. Additional notification may be provided, at the sole discretion of CCCOE in coordination with the County Board.
- 18.2. If the County Board determines that there is a severe and imminent threat to the health or safety of students and/or staff of GGCS, and makes such determination in writing, per Education Code Section 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 Charter in accordance with the Education Code.
- 18.3. During the period prior to revocation, GGCS 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.

19. GGCS Closure

- 19.1. At all times it is operation during the Charter Term, GGCS will maintain a description of the procedures to be used in the event GGCS 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.
- 19.2. If GGCS 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 GGCS that the closure procedures have been invoked. GGCS will immediately identify to the CCCOE the specific individual who is responsible for coordinating GGCS's close out activities. CCCOE will identify a staff person who will work with GGCS to accomplish all close out activities.
- 19.3. GGCS expressly acknowledges the right of the CCCOE, on behalf of the County Superintendent of Schools to gain full access and copies of all student and business records concerning GGCS at any time after the County Board gives written notice that it is invoking the closure procedures.

20. Dispute Resolution

- 20.1. It is expressly agreed by the parties that dispute resolution process described herein shall be utilized in lieu of the dispute resolution process described in the Charter for disputes between and among GGCS, CCCOE and/or the County Board.
- 20.2. In the event of a dispute between GGCS 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:
 - 20.2.1. 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 in Section 33.
 - 20.2.2. GGCS's designated representative shall meet with the CCCOE's designated representative within thirty (30) 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.
- 20.3. If the dispute is not resolved through the informal resolution of the designated representatives of the Charter School and CCCOE, then by mutual written agreement, 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.
- 20.4. If a dispute between GGCS 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:

20.4.1. 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.

20.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

20.5. The costs of the arbitrator shall be borne 50/50 by the parties.

21. Severability

21.1. 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.

22. Venue

22.1. The parties agree that any legal action to enforce the terms of this MOU shall be brought in Contra Costa County, California.

23. Non-Assignment

23.1. 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.

24. Amendment and Waiver

24.1. 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 GGCS.

24.2. 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.

24.3. 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.

25. Captions and Section Headings

25.1. 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.

26. Notification

- 26.1. 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 GGCS at:
Golden Gate Community School
1111 Stoneman Avenue
Pittsburg, CA 94565
Attn: School Leader

27. Arbitration

- 27.1. Any dispute arising between the Parties regarding the interpretation and application of this MOU to any claim, including, but not limited to, any claims pertaining to the formation, validity, interpretation, effect or alleged breach of this MOU ("arbitrable dispute") will be submitted to arbitration in Contra Costa County, California, before an experienced arbitrator licensed to practice law in California and selected in accordance with the rules of the Judicial Arbitration and Mediation Service (JAMS), as the exclusive remedy for such claim or dispute. Should any party to this MOU hereafter institute any legal action or administrative proceeding against the other with respect to any claim waived by this MOU or pursue any arbitrable dispute by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses, and attorneys' fees incurred as a result of such action.

28. Entire Agreement; Counterparts

- 28.1. 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.

06/02/2025

Date

Nikki Pitcher

Charter Designee

06/02/2025

Date

Annette Lewis
[Annette Lewis \(Jun 2, 2025 13:22 PDT\)](#)

President, Contra Costa County Board of Education or Designee

06/02/2025

Date

Lynn V Mackey

Contra Costa County Superintendent of Schools or Designee

Approved and ratified this May 21st, 2025 by the Contra Costa County Board of Education.