

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CONTRA COSTA COUNTY BOARD OF EDUCATION AND  
CONTRA COSTA SCHOOL OF PERFORMING ARTS**

This Agreement (or Memorandum of Understanding or "MOU") is executed by and between the Contra Costa County Board of Education ("County Board") and Contra Costa School of Performing Arts ("SPA"), collectively referred to as the "Parties."

**RECITALS:**

- A. The Contra Costa County Board of Education granted the charter for the SPA on July 15, 2015 for a five-year term from July 1, 2016 through June 30, 2021 ("Charter") with conditions on opening and operation set forth and agreed upon herein in this MOU.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

**AGREEMENTS:**

**I. TERM AND RENEWAL**

- A. The SPA will commence its first year of operation between July 1 and September 30, 2016, subject to conditions specified by the Board and reflected in this MOU.
- B. This MOU shall commence on the date upon which it is fully executed and shall run concurrently with the five-year term of the approved Charter.
- C. Any modification of this MOU must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this MOU.
- D. The duly authorized representative of SPA is the SPA Executive Director, or the Board of Directors of the SPA. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- E. The duly authorized representatives of the County Board is the Contra Costa County Superintendent of Schools, or designee. For purposes of amendment of this MOU, the County Board is required to take action.
- F. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter. Amendments to the MOU may be made upon written agreement of both Parties.

## II. OTHER CONDITIONS TO BE MET PRIOR TO OPENING

- A. SPA shall add a third year of science to its course of study.
- B. SPA shall amend the ChartHouse Public Schools bylaws to state that the number of directors shall be no less than five (5).
- C. SPA shall designate a percentage of Governing Board seats for parents of SPA students.
- D. SPA shall amend the ChartHouse Public Schools bylaws to omit Article VII, Section 2(b).
- E. SPA shall present a SPA enrollment demographic analysis to the Contra Costa County Office of Education ("CCCOE") staff upon completion of year one with the understanding that if balance (as compared to the population who reside within the boundaries of the Mount Diablo Unified School District) is not achieved, the outreach plan and lottery are reexamined and altered as necessary. This analysis shall be completed after the charter opens.

## III. GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

### A. Use of Funds

The SPA will use all revenue received from the state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled and attending the SPA.

### B. Governing Board Establishment

At all times it is operational, the SPA will have the following information posted on the Internet (link to be found on the home page of the school's website) and will update the posting as quickly as possible whenever the information changes:

- (1) Articles of Incorporation
- (2) Bylaws approved by the governing board
- (3) Roster and biographies of current governing board members

### C. Governing Board Activities and Policies

The SPA Board of Directors will adopt policies and procedures to guide the operation of the SPA, and the SPA will post the policies and procedures on the Internet, updating the posting as quickly as possible following any change. The policies and procedures will include, but not be limited to, the following:

- (1) **Conflicts of Interest**, including (1) provisions related to nepotism, for

itself and the School's employees and contractors to ensure that no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest; and (2) verification that all board members and School employees have participated in conflict of interest training.

- (2) **Campus Supervision**, including, but not limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus.
- (3) **Parent/Student Handbook**, including, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. The handbook should address information on graduation course requirements, transfer of credits and UC/CSU entrance requirements.
- (4) **Enrollment and Admissions Documentation**, including:
  - (a) Descriptions of outreach and recruitment activities that have been conducted to reach target population.
  - (b) Procedures for application, the public random drawing, enrollment, and admission.
  - (c) Evidence of public random drawing preferences consistent with the charter and Board conditions of operation.
  - (d) A copy of any application and enrollment forms and information provided to prospective families.
  - (e) Student demographics, as would be reported in the School Accountability Report Card (SARC).

#### IV. FACILITIES

No later than May 1 prior to initial opening, or as otherwise mutually agreed upon between the Parties, the SPA will provide a written signed agreement (lease or other similar document) indicating the SPA's right to use the principal school site and any ancillary facilities identified by the SPA for at least the first year of the SPA's operation and evidence that the facility will be adequate for the SPA's needs. A pre-opening site visit will be conducted prior to opening of the SPA regardless of whether the SPA is locating in a facility provided by the district under Proposition 39 or in a privately-leased facility (see Attachment A for information on the pre-opening visit).

#### V. PRE-OPENING DOCUMENTATION AND SITE VISIT

Prior to the County Board authorizing the SPA to commence operations, the SPA must

demonstrate that it has substantially complied with applicable specified actions and provided required documentation as listed in Attachment B, the "Document Review Checklist," under the column "Required Prior to School Opening."

The CCCOE staff will visit the SPA facility for an inspection and review prior to the time the SPA is scheduled to open. The pre-opening review will take place no later than 30 days prior to the anticipated school start date. SPA must demonstrate that it has substantially complied with the "Pre-opening Site Inspection Checklist" in Attachment A. The SPA may not commence operations without written authorization from the CCCOE.

If the CCCOE has any concerns with the SPA's compliance with the pre-opening requirements, the Parties shall work together in good faith to reach mutual agreement of SPA's compliance and authorization to commence operations.

#### **VI. DISPUTE RESOLUTION**

Any and all disputes arising out of the interpretation or performance of this MOU shall be subject to the dispute resolution procedure set forth in the Charter.

#### **VII. SEVERABILITY**

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the MOU shall remain in effect, unless mutually agreed otherwise by the Parties. The Parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

#### **VIII. NOTIFICATION**


All notices, requests, and other communications under this MOU shall be in writing and delivered to the appropriate parties.

#### **IX. ENTIRE AGREEMENT**

This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the Parties.

\*\*\* Signatures on Following Page \*\*\*

Dated: 9/12/15

  
\_\_\_\_\_  
Neil McChesney, Lead Petitioner  
Contra Costa School of Performing Arts

Dated: 1/17/2015

  
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Pamela Mirabella, President  
Contra Costa County Board of Education