



CONTRA COSTA COUNTY
Office of Education

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REVISED 02-13-20_Memorandum of Understanding

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

And

[Charter Entity]

[Date of MOU]

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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 [Charter Entity] (hereinafter referred to as "[Charter Entity Abbreviation]"). Hereinafter, the County Board, the CCCOE, and [Charter Entity] 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 [Charter Entity] 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 or petition upon appeal] (hereinafter "the Charter") for the operation of [Charter School Name] (hereinafter ["Charter School Name"] or the "Charter School"). Unless otherwise stated, for the purposes of this MOU, the terms [Charter School Name] and [Charter School Entity] may be used interchangeably, with the duties and responsibilities of [Charter School Name] and [Charter School Entity] being the same under this Agreement.

- 1.2. [Charter School Entity] is a California nonprofit public benefit corporation, which manages and operates [Charter School Name]. [Charter School Entity] 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 [Charter School Name], 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 [Charter Entity] 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 [Charter School Name], 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 [Charter School Name] is to be solely carried out by [Charter Entity]. 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 cover [the term of the Charter in terms of number of years] fiscal years commencing on [Beginning Date], and ending on [Ending Date] ("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 Agreement, County Board policy, and applicable law.
- 2.3. [Charter School Name] 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 [Charter Entity] 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 [Charter School Name]

- 3.1. [Charter School Name] 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 [Date].
- 3.2. [Charter School Name] is authorized to operate with grades [Grade levels to be served]. [Charter School Name] will serve an enrollment of approximately [Number of Students during last year of the school's authorization] 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. [Charter School Name] will operate consistent with Cal. Ed. Code §47604(a). [Charter Entity] acknowledges, as is stated in [Charter School Name'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 [Charter Entity] or the Charter School as per Cal. Ed. Code §47604(d).
- 4.2. The parties further recognize that consistent with the Charter, [Charter Entity] 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 [Charter Entity] Board of Directors in accordance with Cal. Ed. Code §47604 (c).
- 4.4. [Charter Entity] 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") (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. §§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. [Charter Entity] 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. [Charter Entity] 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 [Charter Board of Directors] Board of Directors:
 - Articles of Incorporation
 - Bylaws
 - Conflict of Interest Code
 - Roster of [Charter Entity] Board of Directors
 - Schedule of Board of Directors meetings

- Name and contact information for [Charter School Name] leader (principal, director, or head of school, etc.)
- Name and contact information for [Charter School Name] 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 [Charter School Name], 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. [Charter Entity] shall post on [Charter School Name'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. [Charter Entity] 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 [Charter Board of Directors] shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to [Charter Entity] and the Charter through implementation of effective policies and procedures. Board meetings of [Charter 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. [Charter Entity] ensures that all members of the Board of Directors of [Charter Entity], [Charter School Name] leader, [Charter School Name] primary financial contact, and any other [Charter School Name] staff deemed appropriate by [Charter Entity], 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 [Charter Entity's] offices, and on [Charter School Name'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. [Charter Entity] board meeting agendas and minutes shall be maintained for public inspection at the designated office of [Charter Entity] during normal business hours and shall be made available promptly upon request in hard copy at all locations of [Charter School Name].
- 7.2.4. [Charter Entity] shall make audio or video recordings of its meetings. [Charter Entity] 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.

8. Human Resources Management

- 8.1. [Charter Entity] is deemed the exclusive employer of the employees of [Charter School Name] for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov.

Code §§3540, *et. seq.* [Charter Entity] 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 chaperons. 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. [Charter Entity] 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. [Charter Entity] shall provide the CCCOE with proof that all of [Charter School Name] 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. [Charter Entity] will have documentation on file (for inspection upon request) of its teachers' credentials.
- 8.6. If [Charter Entity] offers employees of [Charter School Name] the opportunity to participate in STRS or PERS, [Charter Entity] 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. [Charter School Name] Students

- 9.1. The parties recognize and agree that [Charter School Name] will be open to all students. [Charter School Name] 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. Gov. Code §12940, 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. [Charter School Name] 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. [Charter Entity] shall make a serious and concerted effort to recruit students to [Charter School Name] to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the school district in which [Charter School Name] is located.
- 9.4. If a [Charter School Name] student is expelled or leaves [Charter School Name] at any time during the year without graduating or completing the school year for any reason, [Charter School Name] shall notify the parties (including CCCOE) and superintendent of the student's last known school district within 30 days (pursuant to Cal. Ed. Code §47605(d)(3)). The charter shall maintain records of such notifications during the Term of this Agreement for CCCOE review upon request.
- 9.5. To the extent necessary to discharge its reasonable supervisory oversight activities, [Charter School Name] hereby designates the employees of CCCOE as having a legitimate educational interest such that they are entitled upon request to access to [Charter School Name'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, [Charter School Name], 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 school 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's governing board as prescribed by California Education Code section 48915.

9.6.3.3 If the findings are not supported by the evidence.

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's 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.

10. Required Disclosures

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

11. Insurance and Risk Management

- 11.1. [Charter Entity] 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 [Charter School Name]:

- 11.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of [Charter Entity’s] 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 [Charter Entity’s] premises and operations. [Charter Entity] shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of [Charter Entity], its governing board, officers, agents, or employees of [Charter School Name] 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 [Charter School Name’s] 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 [Charter Entity] from claims under Workers' Compensation Acts that may arise from its operation of [Charter School Name], 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, [Charter Entity] 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 [Charter School Name], 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. [Charter Entity] 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. [Charter Entity] and [Charter School Name] 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 [Charter Entity] and/or [Charter School Name], its officers, employees or agents. In cases of such liabilities, claims, or demands, [Charter Entity], 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 [Charter Entity’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 [Charter Entity] and/or [Charter School Name], 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 [Charter Entity] all legal proceedings which may be brought against [Charter Entity], 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 [Charter Entity] and/or [Charter School Name] arising out of the gross negligence or intentional acts, errors, or omissions of [Charter Entity], 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 [Charter Entity] for [Charter School Name]. If [Charter Entity] seeks facilities for [Charter School Name] 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, [Charter Entity] shall provide a copy of each Proposition 39 request for [Charter School Name] 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 [Charter Entity] or the district.
- 13.2. [Charter Entity] shall ensure that [Charter School Name's] facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, 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. [Charter Entity] 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. [Charter School Name] 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. To ensure adequate facilities are available to students, at the time of opening or renewal, all charter schools 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 [Charter School Name] seeks to open an additional school site (whether for classroom or non-classroom based instruction), [Charter Entity] 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.

14. Food Service and Transportation

- 14.1. [Charter School Name] 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. [Charter Entity] shall be responsible for any and all transportation offered by [Charter Entity] to students who enroll in [Charter School Name], 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.

15. Accountability for Academic Performance

- 15.1. [Charter Entity] shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for [Charter School Name].
- 15.2. [Charter School Name] 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. [Charter School Name'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 [Charter School Name] is accountable for pupil outcomes identified in the Charter. At the request of the County Board or CCCOE, [Charter Entity] 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 [Charter School Name] 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, [Charter Entity] shall provide CCCOE with a copy of the Local Plan and documentation of the status of [Charter School Name] as an LEA in good standing with a state-approved SELPA or as a state-approved SELPA.
- 16.2. [Charter Entity] and/or [Charter School Name] 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 [Charter School Name].
- 16.3. [Charter Entity] may contract with any school district or other qualified organization for other services on behalf of [Charter School Name], 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 [Charter Entity] and/or [Charter School Name] 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 [Charter School Name] and as otherwise required by applicable state and federal laws.

- 16.4. As specified in Schedule A, [Charter Entity] 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 [Charter School Name] for such purposes, [Charter Entity] and [Charter School Name] shall be responsible for any and all such costs related to students of [Charter School Name].
- 16.5. [Charter Entity] and [Charter School Name] 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 [Charter School Name]. The CCCOE may establish regular meetings with [Charter Entity] special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The CCCOE may also take action to monitor [Charter School Name] to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 16.6. [Charter Entity] 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 [Charter School Name]. 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 [Charter Entity].
- 16.7. [Charter Entity] 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. [Charter Entity] 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.

17. Independent Study

- 17.1. [Charter School Name] 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 [Charter School Name].
- 17.2. If [Charter School Name] 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. [Charter School Name] shall be a [direct/locally] funded in accordance with Cal. Ed. Code §§47630 *et seq.* [Charter School Name] 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 [Charter School Name] to apply for funding beyond the basic statutory entitlements of the base grant due to [Charter School Name] 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 [Charter Entity] for [Charter School Name].
- 18.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., [Charter School Name] and/or [Charter Entity] 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 [Charter Entity] and to determine the positions of the parties. [Charter Entity] agrees that it and [Charter School Name] have 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. [Charter Entity] is to operate [Charter School Name] in a financially sound fashion. It is agreed that all loans sought by [Charter Entity] for [Charter School Name] shall be authorized in writing in advance by [Charter Entity] and shall be the sole responsibility of [Charter Entity]. 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 [Charter Entity] for [Charter School Name]. In addition, the CCCOE shall not act as or provide a line of credit to [Charter Entity] for [Charter School Name].
- 18.6. The parties agree that neither the CCCOE nor the County Board shall act as fiscal agent for [Charter Entity] or [Charter School Name]. It is agreed that [Charter Entity] shall be solely responsible for all fiscal services for [Charter School Name] such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. CCCOE shall process and transfer to [Charter Entity] all payments received by the CCCOE for [Charter School Name] in a timely fashion.
- 18.7. To the extent that [Charter Entity] wishes to contract with the CCCOE for any services to [Charter School Name] 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 [Charter Entity].
- 18.8. [Charter Entity] and [Charter School Name] will use all revenue received from state and federal sources only for the educational services of [Charter Entity] and [Charter School Name] and for the benefit of the students enrolled in and attending [Charter School Name]. 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. [Charter Entity] shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at [Charter School Name]. [Charter Entity] on behalf of [Charter School Name] 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 [Charter School Name’s] attendance data submitted by [Charter Entity] 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 [Charter School Name].

- 19.2. [Charter Entity] 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 [Charter Entity], and may be reviewed by CCCOE during site visitations.

20. Financial Reporting

- 20.1. [Charter Entity] 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, [Charter Entity] 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 [Charter School Name]. [Charter Entity] 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 [Charter Entity] non-profit and for-profit corporate entities affiliated with [Charter Entity] as may be providing services to [Charter School Name] or controlling the assets of [Charter Entity], including but not limited to documents and information related to the management, fiscal, personnel, procurement, facilities operations, facilities financing, and programmatic services of the [Charter Entity] and, in regard to information or documents that may reasonably impact the assets of [Charter School Name] or [Charter Entity], 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 [Charter School Name] and its successful operation. Accordingly, [Charter Entity] shall maintain reserves of no less than three percent (3%) for [Charter School Name] 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, [Charter Entity] 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 [Charter Entity's] selection of an auditor, as specified in Schedule A.
- 21.2. In addition to [Charter Entity's] financial statements for [Charter School Name], the audit shall include, as applicable, but not be limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of [Charter School Name].

22. Monitoring and Oversight

- 22.1. The CCCOE will conduct at least one (1) visit to [Charter School Name] annually in accordance with Charter Schools Act. The information gathered will be used to assess [Charter School Name'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 [Charter Entity] for [Charter School Name], interviews with the management of [Charter Entity], [Charter Entity's] employees working at [Charter School Name] including the site principal, and [Charter School Name's] students and parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with [Charter School Name's] site principal and [Charter Entity'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.
- 22.2. The County Board and CCCOE reserve the right to make unannounced visits to [Charter School Name], 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 [Charter School Name] in accordance with Cal. Ed. Code §47613. Such fees will be capped at 1% of the general purpose revenue received by [Charter School Name], 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 [Charter School Name], including the addition or deletion of a major program component that is identified in the Charter as a distinctive feature of [Charter School Name].
 - 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 that represent an increase or decrease 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.
 - 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 by law.
 - 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 [Charter School Name/NOT ABBREVIATION].
 - 23.1.7. Entering into a contract to be managed or operated by any other [Charter Entity] public benefit corporation (or any other corporation or entity), such as an Educational

Management Organization or a Charter Management Organization other than [Charter Entity].

- 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 by law.
- 23.2. Changes to the Charter not deemed to be material revisions may be made by [Charter 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 [Charter 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. [Charter Entity] may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory and regulatory provisions. [Charter Entity] 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 [Charter School Name] 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 [Charter School Name] by [Charter Entity] 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 [Charter School Name], 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, [Charter Entity] 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. [Charter School Name] Closure

- 26.1. At all times it is operational during the Charter Term, [Charter Entity] will maintain a description of the procedures to be used in the event [Charter School Name] 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 [Charter School Name] 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 [Charter Entity] that the closure procedures have been invoked. [Charter Entity] will immediately identify to the CCCOE the specific individual who is responsible for coordinating [Charter School Name's] close out activities. CCCOE will identify a staff person who will work with [Charter School Name] to accomplish all close out activities.
- 26.3. [Charter Entity] 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 [Charter School Name] at any time after the County 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 [Charter Entity], CCCOE and/or the County Board.
- 27.2. In the event of a dispute between [Charter Entity] 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. [Charter School Name'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.
- 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 [Entity Name] and CCCOE and/or the County Board is not resolved through the dispute resolution set forth above within ninety (90) calendar days of the date notice is given by the complaining party to the other parties, or by such alternative deadline as may be established by mutual agreement in writing, then any party shall have the right to take the matter to binding arbitration. Arbitration shall proceed according to the following timeline:
 - 27.4.1. No later than ten (10) calendar days after the request for arbitration, unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable arbitrator from a list obtained from the State Mediation and Conciliation Service.
 - 27.4.2. Within ten (10) calendar days after the arbitrator is selected, the parties shall choose a mutually agreeable date and site for the arbitration.

27.5. 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 [Charter Entity].

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 [Charter Entity] 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.

Date

CEO/Executive Director/Superintendent or Designee, [name]

Date

President, Contra Costa County Board of Education or Designee

Date

Contra Costa County Superintendent of Schools or Designee

Approved and ratified this [Day Number] of [Month Name] [Year] by the Contra Costa County Board of Education.