



Contra Costa School of Performing Arts

Board Meeting

Date and Time

Monday April 22, 2024 at 5:30 PM PDT

Location

CCSPA Conference Room

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Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Monday, April 22, 2024 at 5:30 PM PDT

Location:

2730 Mitchell Dr.
Walnut Creek, CA 94598

505 Allegheny Drive
Walnut Creek, CA 94598

4229 20th Street
San Francisco, CA 94114

Zoom: <https://us06web.zoom.us/j/82316354168>

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker’s card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Call the Meeting to Order		Heather Vega	1 m
B. Record Attendance		Callie Tirlia	1 m
C. Establish a Quorum		Heather Vega	1 m
D. Agenda Review and Adoption		Heather Vega	1 m
The Board will review the agenda and adopt as presented or take action to change the order of items.			
II. Closed Session			5:34 PM
A. Review Potential Litigation	Discuss	Heather Vega	45 m

	Purpose	Presenter	Time
III. Reconvene to Open Session			6:19 PM
A. Report out on Action Taken in Closed Session	Discuss	Heather Vega	5 m
IV. Public Comments			6:24 PM
<p>The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.</p> <p>Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.</p>			
A. Items on the Agenda	FYI	Heather Vega	5 m
Public Comment regarding items on the agenda.			
B. Items Not on the Agenda	FYI	Heather Vega	5 m
Public Comment regarding items not on the agenda.			
C. Minutes	Vote	Heather Vega	2 m
Approve prior month's meeting minutes.			
V. Finance			6:36 PM
A. CBO Updates	FYI	Candice Phillips	15 m
CBO will provide updates on current work.			
B. Contract Negotiations	Vote	Candice Phillips	10 m
Review of upcoming contracts and vote as needed.			
VI. Other Business			7:01 PM
A. Executive Summary	Discuss	Catherine Foster, Candice Phillips	15 m

	Purpose	Presenter	Time	
	The Executive Director will provide an update on enrollment, attendance, academic progress, safety and culture as well as other matters and needs.			
B.	Approval of Correction to School Year 24-25 Calendar	Vote	Catherine Foster	5 m
	Correction of the year for May and June from 2024 to 2025.			
C.	Approval of Employee Work Calendars	Vote	Catherine Foster	10 m
	Review of the length of calendar days for certificated, classified, and certificated management work years. Change of office classified year length from 228 to 224.			
D.	Proposed Agreement with Smart Management Schools	Vote	Heather Vega	30 m
	Discuss agreement and vote.			
VII.	Closing Items			8:01 PM
A.	Adjourn Meeting	Vote		

Coversheet

Minutes

Section: IV. Public Comments
Item: C. Minutes
Purpose: Vote
Submitted by:
Related Material: 2024_02_27_board_meeting_minutes.pdf
2024_03_26_board_meeting_minutes_.pdf



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Tuesday February 27, 2024 at 5:30 PM

Location

CCSPA Conference Room

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Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Tuesday, February 27, 2024 at 5:30 PM PDT

Location:

2730 Mitchell Dr.
Walnut Creek, CA 94598

Zoom: <https://us06web.zoom.us/j/82316354168>

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Directors Present

A. Mbonisi, C. Hill, G. Ponikvar, H. Vega, L. McPhatter-Harris, M. Hennessy

Directors Absent

None

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

Guests Present

C. Phillips, C. Tirlia

I. Opening Items**A. Call the Meeting to Order**

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Feb 27, 2024 at 5:36 PM.

B. Record Attendance**C. Establish a Quorum**

Established Quorum by Heather Vega at 5:36pm

D. Agenda Review and Adoption

L. McPhatter-Harris made a motion to Move Executive Summary to After Consent Agenda and before Finance. The Agenda will be adopted as edited.

A. Mbonisi seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. PUBLIC COMMENTS

A. Items on the Agenda

No items off the agenda were spoken about at this time.

B. Items Not on the Agenda

No items off the agenda were spoken about at this time.

III. CONSENT AGENDA

A. Approve Minutes

This item was changed from November 28th 2023 to January 23rd 2024.

M. Hennessy made a motion to approve the minutes from Board Meeting on 01-23-24.

L. McPhatter-Harris seconded the motion.

The board **VOTED** unanimously to approve the motion.

IV. FINANCE

A. CBO Updates

The CBO update was presented after Catherine Foster's Executive Summary. Candice Phillips presented her CBO updates to the board.

There is no current update on Prop 39.

Candice is working diligently to complete grant applications for more funding.

The board discussed the progression timeline for completing the Prop 39 requests.

B. 2nd Interim Budget

Debbie Howard began presenting the 2nd Interim Budget.

Candice assisted Debbie with the 2nd Interim Budget.

Debbie explained in detail the changes in revenue and changes in expenses to the board. The board discussed the data and how to move forward with the given budget report information.

M. Hennessy made a motion to Approve the 2nd Interim Budget.

C. Hill seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Contract Discussion

Candice presented a brief update on the Contracts.

V. OTHER BUSINESS

A. Executive Summary

Catherine Presented the Executive Summary after III. Consent Agenda and before IV. Finance.

Student population is currently at 347. Attendance is at a 93% rate.

Catherine started to address the 24-25 School Safety Plan that will be presented later in the board meeting.

Students will be doing their 3rd Diagnostic iReady testing starting March 13.

Ensemble presented their fundraising updates.

Charles Hill entered the board meeting at 6:01pm.

B. LCAP Mid-Year Update

Catherine presented the Mid-Year Outcome Data for the 2023-2024 Local Control and Accountability Plan (LCAP).

M. Hennessy made a motion to Approve the LCAP Mid-Year Update.

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. COCOSPA Safety Plan 23-24

Catherine presented the 2024-2025 Comprehensive School Safety Plan.

Catherine presented the Emergency Response Guidelines with complete steps for identifying the emergency, identifying the level of emergency and determining the immediate response action.

Catherine presented the guidelines for a Parent/Staff exchange to reflect the event that occurred previously within the year.

C. Hill made a motion to Approve the 2024-2025 Safety Plans with revisions as directed.

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

VI. CLOSED SESSION

A. Public Employee Employment/Discipline/Dismissal Release (§ 54957)

G. Ponikvar made a motion to Approve resignation of employee 462207.

A. Mbonisi seconded the motion.

The board **VOTED** to approve the motion.

B. Authorizer Update

C. Facility Update

D. Executive Director Evaluation

VII. RECONVENE TO OPEN SESSION

A. Report Out

Reconvening from closed session at 9:02pm.

Action was taken on item A.

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:02 PM.

Respectfully Submitted,

H. Vega

Put Executive Summary after Consent Agenda and before the Financial CBO update.



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Tuesday March 26, 2024 at 5:30 PM

Location

CCSPA Conference Room

Download options [More](#)

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Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Tuesday, March 26, 2024 at 5:30 PM PDT

Location:

2730 Mitchell Dr.
Walnut Creek, CA 94598

4229 20th street
San Francisco CA 94114

Zoom: <https://us06web.zoom.us/j/82316354168>

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Directors Present

A. Mbonisi, C. Hill, H. Vega, M. Hennessy (remote)

Directors Absent

L. McPhatter-Harris

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

Guests Present

C. Phillips (remote), C. Tirlia

I. Opening Items**A. Call the Meeting to Order**

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Mar 26, 2024 at 6:04 PM.

B.

Record Attendance

Greg Ponikvar participated remotely as a member of the public.

C. Establish a Quorum

Quorum established by Heather Vega at 6:05pm

D. Agenda Review and Adoption

C. Hill made a motion to Adopt the agenda as it is presented.

A. Mbonisi seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Hill	Aye
A. Mbonisi	Aye
L. McPhatter-Harris	Absent
H. Vega	Aye
M. Hennessy	Aye

II. PUBLIC COMMENTS

A. Items on the Agenda

No public comments for items on the agenda were made at this time.

B. Items Not on the Agenda

Jamila Breese - Has been in charge of fundraising for the dance department. She is requesting more funds to assist with the Spring dance performance. More funds for costumes needs to be allocated, according to Ms. Breese.

Tasha Tervalon - Requesting more communication as a parent wanting to support their student. She wants better communication on the future of the school and wants parents to also be involved in helping keep the school community strong.

C. Minutes

The minutes for 2-27-2024 have been tabled until further notice.

III. FINANCE

A. CBO Updates

Candice presented an update for the budget since the board approved the second interim budget at the last board meeting.

Candice gave an update on the grants that her and Catherine are applying for.

Candice is still waiting on the bondholders to give a final authorization on postponing bond payments for three months. The board discussed strategies to get the bondholders to give us a confirmation of whether or not our payments can be held for three months.

Candice and Callie are still working on the STRS audit. Moving forward, they are gathering information needed for the audit from Edtech and Paylocity.

Candice is beginning to prepare for next year's interim budget.

IV. CLOSED SESSION

A. Conference on Property Negotiations

No action taken.

B. Executive Director Evaluation

V. RECONVENE TO OPEN SESSION

A. Report Out

Reconvened to open session at 8:22pm.

No action to report at this time.

VI. OTHER BUSINESS

A. Executive Summary

Catherine presented her executive summary for March to the board.

Catherine presented the data from the i-Ready Diagnostic 3 Results.

B. Board Policy on Prevention of Sexual Abuse and Misconduct

M. Hennessy made a motion to Accept the Sexual Abuse and Misconduct Policy with the addition of a section detailing restraining students safely.

C. Hill seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

H. Vega	Aye
L. McPhatter-Harris	Absent
M. Hennessy	Aye
A. Mbonisi	Aye

Roll Call

C. Hill Aye

C. Agreement with Ed Exec

This is being tabled. No action is being taken at this time.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:59 PM.

Respectfully Submitted,
H. Vega

Coversheet

CBO Updates

Section: V. Finance
Item: A. CBO Updates
Purpose: FYI
Submitted by:
Related Material: CoCoSpa FY2023-24 March DMU.pdf



Contra Costa School of Performing Arts

DMS Monthly Update Actuals through: March 31, 2024





SUMMARY NARRATIVE

This report is intended to provide a financial update comparing the Second Interim Budget with actuals through the most recent completed month. Along with an update on the financial health of the organization, these updates are a means to review and detect coding and budgeting issues and to make corrections throughout the year. Reviewing and collaborating together on a monthly basis to thoughtfully address these issues, especially early in the year, are the key to successful financial reporting.

At this point with 75% of the year (9 months) completed, YTD expense results are 79% of the Second Interim Budget.

It is important to keep in mind that state and federal revenues do not flow evenly throughout the year. That being said, preliminary revenues through March 2024 were \$3.45 million: 63% of the Second Interim Budget. Of important note is that FY2023-24 P1 ADA reporting was incorrect and from February-May will be paid at a reduced rate. The revenue will be trued up in June 2024 after the P-2 ADA reporting has been completed.

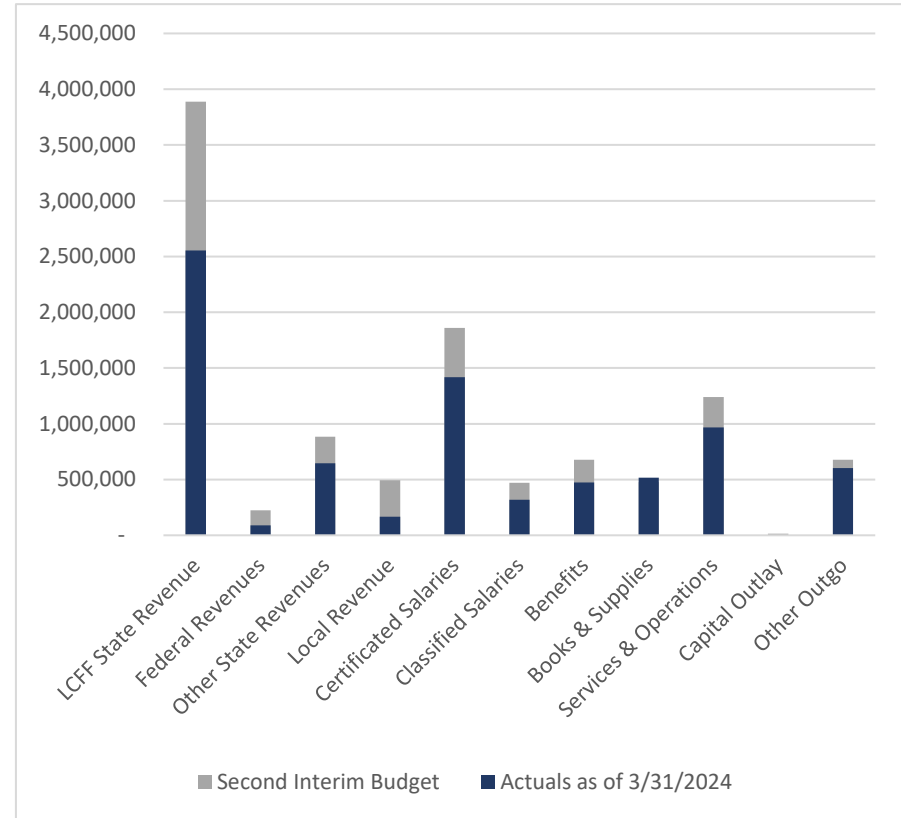
Cash Flow - Contra Costa School of Performing Arts is projected to end the year with 11 days cash on hand **using average expenditures as projected actuals**. The cash flow reflects actual revenues and expenditures through March 2024 and projected revenues and expenditures April 2024 through June 2024*. Using remaining budget amounts as projections is no longer viable as the trends continue to demonstrate spending beyond the budget. **This cash flow also assumes no bond payment relief.**

CoCoSPA needs to closely monitor and reduce expenditures for the remainder of the fiscal year in order to meet its financial obligations. DMS and school management continue to work together to achieve this goal.

**Actuals are preliminary and subject to change as additional revenues and expenses are booked and reclasses initiated by both CoCoSPA management and DMS.*

**CoCoSPA
FY2023-24
Financial Update**

Budget vs Actuals	Second Interim Budget	Actuals as of 3/31/2024	% of Budget
Revenues			
LCFF State Revenue	3,889,457	2,555,088	66%
Federal Revenues	223,530	89,621	40%
Other State Revenues	883,410	645,886	73%
Local Revenue	494,005	166,736	34%
TTL Revenues	5,490,402	3,457,331	63%
Expenditures			
Certificated Salaries	1,859,520	1,416,834	76%
Classified Salaries	470,380	318,545	68%
Benefits	676,989	473,303	70%
Books & Supplies	476,826	517,569	109%
Services & Operations	1,239,067	967,805	78%
Capital Outlay	14,539	-	0%
Other Outgo	678,714	603,300	89%
Total Expenditures	5,416,036	4,297,357	79%
			% of Year
Operating Income/(Loss)	74,366	(840,026)	75%



**CoCoSPA
FY2023-24
Financial Update**

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 3/31/2024	% of Budget	Comments
School Site						
Revenue						
LCFF Revenue						
	8011	LCFF Current Year	2,124,398	1,256,595	59%	LCFF will be based on lower ADA until June
	8012	Education Protection Account State Aid Current Year	64,638	31,685	49%	
	8019	Unrestricted Revenue Prior Year	16,314	10,963	67%	
	8096	In-Lieu-Of Property Taxes	1,684,107	1,255,845	75%	
Total LCFF Revenue			3,889,457	2,555,088	66%	
Federal Revenue						
	8181	Special Education Entitlement	44,330	-	0%	
	8182	Special Education Discretionary Grants	-	18,251	0%	
	8220	Child Nutrition Programs	115,946	71,370	62%	
	8290	All Other Federal Revenue	63,254	-	0%	
Total Federal Revenue			223,530	89,621	40%	
Other State Revenue						
	8311	AB601 State Special Ed	374,572	307,415	82%	
	8520	Child Nutrition	232,826	136,567	59%	
	8550	Mandated Cost Reimbursements	11,081	11,039	100%	
	8560	State Lottery Revenue	79,869	48,317	60%	
	8590	All Other State Revenue	185,062	142,548	77%	
Total Other State Revenue			883,410	645,886	73%	
Local Revenue						
	8660	Interest	30,000	26,906	90%	
	8695	CTEIG - Local Revenue	21,435	-	0%	
	8696	Donations - Private (Foundation Grants)	50	50	100%	
	8697	Fundraising (School Site)	341,160	-	0%	
	8698	Other Revenue (Suspense)	1,360	1,360	100%	
	8699	All Other Local Revenue	100,000	138,420	138%	
Total Local Revenue			494,005	166,736	34%	
Total Revenue			5,490,402	3,457,331	63%	

CoCoSPA
 FY2023-24
 Financial Update

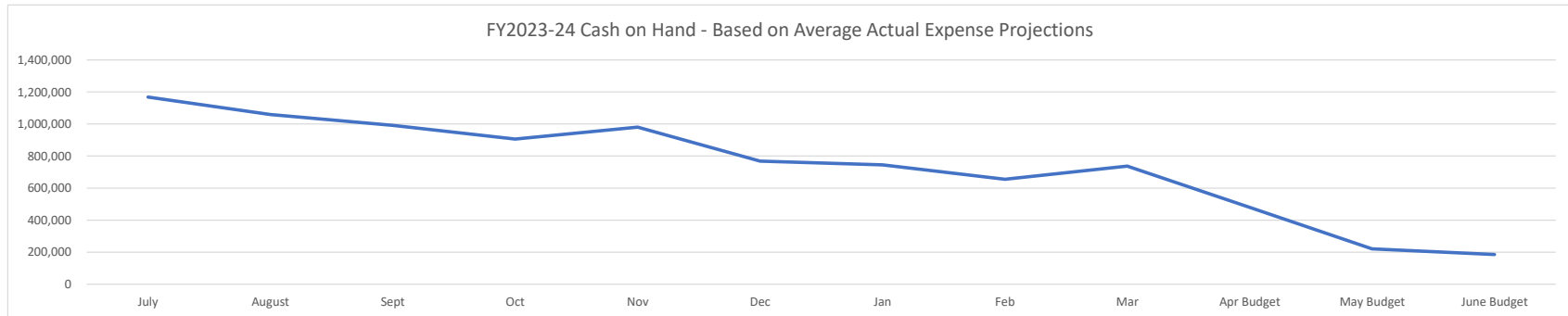
Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 3/31/2024	% of Budget	Comments
Expenditures						
Certificated Compensation						
	1100	Certificated Teachers' Salaries	1,382,165	1,042,246	75%	
	1130	Substitute Teacher Salaries	35,000	27,548	79%	
	1150	Certificated Extra Duty	14,614	17,647	121%	Category over budget
	1200	Certificated Pupil Support Salaries	116,247	85,071	73%	
	1300	Certificated Supervisors' and Administrators' Salaries	238,220	191,032	80%	
	1900	Other Certificated Salaries	73,274	53,290	73%	
Total Certificated Compensation			1,859,520	1,416,834	76%	
Classified Compensation						
	2100	Classified Instructional Salaries	110,875	60,771	55%	
	2130	Classified Substitute Salaries	24,194	3,854	16%	
	2150	Classified Extra Duty	5,873	3,610	61%	
	2300	Classified Supervisors' and Administrators' Salaries	40,980	62,293	152%	Category over budget
	2400	Clerical, Technical, and Office Staff Salaries	158,107	115,621	73%	
	2450	Classified Extra Time	3,562	3,562	100%	Category outpacing budget
	2900	Other Classified Salaries	126,789	68,833	54%	
Total Classified Compensation			470,380	318,545	68%	
Employee Benefits						
	3101	State Teachers' Retirement System, certificated positions	355,168	276,609	78%	
	3212	Voluntary Retirement	-	1,792	0%	
	3301	OASDIMedicareAlternative, certificated positions	62,947	41,089	65%	
	3401	Medical Cert	158,653	93,073	59%	
	3402	Medical Classified	53,179	25,884	49%	
	3501	State Unemployment Insurance, certificated positions	11,650	9,373	80%	
	3601	Workers' Compensation Insurance, certificated positions	27,893	19,520	70%	
	3602	Workers' Compensation Insurance, classified positions	7,056	4,126	58%	
	3902	Other Benefits, classified positions	444	-	0%	
	3990	Prior Year Benefit Adjustment	-	1,834	0%	
Total Employee Benefits			676,989	473,303	70%	
Books, Materials, & Supplies						
	4300	Materials and Supplies	110,000	108,565	99%	Category outpacing budget
	4310	Materials and Supplies Software	-	-	0%	
	4315	Instructional Materials & Supplies	9,731	9,731	100%	Category outpacing budget
	4320	Educational Software	37,095	26,828	72%	
	4390	Materials - Suspense	-	6,102	0%	
	4400	Noncapitalized Equipment	45,000	44,624	99%	Category outpacing budget
	4420	Non-Classroom Furn, Equip, & Supplies	5,000	2,332	47%	

CoCoSPA
 FY2023-24
 Financial Update

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 3/31/2024	% of Budget	Comments
	4700	Student Food	270,000	319,387	118%	Category over budget
Total Books, Materials, & Supplies			476,826	517,569	109%	
Outside Services & Other Operating Costs						
	5100	SpEd Contractors	140,000	62,673	45%	
	5200	Travel and Conferences	19,119	20,067	105%	Category over budget
	5300	Dues and Memberships	45,039	50,244	112%	Category over budget
	5400	Insurance	86,466	77,161	89%	
	5500	Operations and Housekeeping Services	11,000	19,515	177%	Category over budget
	5510	Utilities	194,155	111,559	57%	
	5535	Custodial, Janitorial, Gardening Services	82,000	82,723	101%	Category over budget
	5610	Facilities Rents and Leases	14,750	-	0%	
	5615	Other Space Rental	45,000	43,360	96%	Category outpacing budget
	5620	Equipment Leases	21,102	12,654	60%	
	5630	Maintenance & Repairs	35,000	20,219	58%	
	5800	Professional Services - Non-instructional	107,261	94,047	88%	Category outpacing budget
	5810	Legal	45,000	34,800	77%	
	5820	Audit & CPA	7,500	10,675	142%	Category over budget
	5825	Business Services	161,967	131,433	81%	
	5835	Field Trips	13,445	11,888	88%	Category outpacing budget
	5836	Fundraising Expenses	4,000	2,402	60%	
	5840	Advertising & Recruitment	25,000	28,253	113%	Category over budget
	5850	Oversight Fees	38,895	-	0%	
	5860	Other Service Fees	14,000	14,234	102%	Category over budget
	5870	Live Scan	299	299	100%	
	5880	Professional Services - Instructional	45,070	79,191	176%	Category over budget
	5881	Software	8,000	4,262	53%	
	5887	Technology Services	65,000	46,969	72%	
	5900	Communications	10,000	9,177	92%	Category outpacing budget
Total Outside Services & Other Operating Costs			1,239,067	967,805	78%	
Capital Expenditures						
	6900	Depreciation Expense	14,539	-	0%	
Total Capital Expenditures			14,539	-	0%	
Other Outgo						
	7438	Interest Expense - Long Term	678,714	603,300	89%	Category outpacing budget
Total Other Outgo			678,714	603,300	89%	
Total Expenditures			5,416,036	4,297,357	79%	
Operating Income/Loss			74,366	(840,026)	75%	% of Year

CoCoSPA
 FY2023-24
 Financial Update

Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr Budget	May Budget	June Budget	Accruals	Total
Starting Cash	1,339,707	1,168,066	1,059,763	991,914	906,549	980,932	768,303	744,520	654,917	737,324	479,178	221,031		
Revenues														
LCFF State Revenue	2,124,398	0	103,313	103,313	185,963	185,963	185,963	185,963	120,155	120,155	120,155	120,155	507,339	2,124,398
EPA	64,638	0	0	0	15,843	0	0	15,842	0	0	0	0	16,160	64,638
In-Lieu Property Taxes	1,684,107	0	99,082	198,110	132,086	132,086	132,086	132,086	298,223	117,887	117,887	117,887	74,600	1,684,107
Prior Year Corrections	16,314	0	16,314	0	0	0	0	0	(5,351)	(5,351)	(5,351)	(5,351)	0	(5,089)
Federal Revenues	223,530	0	0	2,149	10,953	28,062	14,600	13,455	9,123	11,279	0	0	55,883	223,530
Other State Revenues	883,410	39,240	22,313	84,611	82,523	147,782	46,382	105,670	24,240	93,126	0	0	55,883	883,410
Other Local Revenue	494,005	7,179	5,169	10,690	24,195	24,150	35,921	12,260	17,723	29,448	19,811	19,811	267,836	494,005
Total Revenues	5,490,402	46,419	246,191	398,872	451,564	414,952	465,277	369,135	546,879	252,502	252,502	380,427	1,126,236	5,468,999
Expenditures														
Certificated Salaries	1,859,520	5,976	161,893	176,516	170,945	172,280	192,111	184,093	180,619	185,608	185,608	92,804	0	1,880,854
Classified Salaries	470,380	22,957	36,983	34,449	34,982	38,031	36,971	35,667	37,709	38,104	38,104	38,104	37,523	470,380
Benefits	676,989	7,041	50,397	57,930	57,029	57,736	57,153	63,567	62,944	62,006	62,006	62,006	17,669	676,989
Books & Supplies	476,826	3,509	34,069	102,871	60,063	60,423	81,104	46,292	82,841	58,510	58,510	58,510	0	693,099
Services & Operations	1,239,067	100,913	88,652	134,204	131,711	104,567	134,733	101,535	90,414	91,008	91,008	89,246	0	1,239,067
Capital Outlay	14,539	0	0	0	0	0	0	0	0	0	0	14,539	0	14,539
Other Outgo	678,714	0	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	0	829,539
Total Expenditures	5,416,036	140,395	447,407	581,383	530,142	508,449	514,585	536,500	480,722	510,649	510,649	430,622	55,192	5,804,468
Other Cash Inflows/Outflows														
Accounts Receivable/Other Current Assets	0	199,896	71,705	27,401	15,606	42,010	5,988	0	0	0	0	0	0	362,606
Fixed Assets	0	(27,180)	(5,140)	(4,275)	(4,275)	0	0	0	0	0	0	14,539	0	(26,331)
Accounts Payable (net change)	0	(250,381)	26,347	91,536	(18,118)	22,780	(75,794)	25,524	77,762	16,250	0	0	0	(84,093)
Other Liabilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Inflows/Outflows	0	(77,665)	92,912	114,662	(6,786)	64,790	(69,806)	25,524	77,762	16,250	0	14,539	0	252,182
ENDING CASH BALANCE		1,168,066	1,059,763	991,914	906,549	980,932	768,303	744,520	654,917	737,324	479,178	221,031	185,375	
Days Cash on Hand		73.64	66.81	62.53	57.15	61.84	48.43	46.93	41.29	46.48	30.21	13.93	11.69	



CoCoSPA
 FY2023-24
 Financial Update

Balance Sheet	Description	Total as of 3/31/2024
Assets		
Cash & Equivalents		
	Cash in Bank(s)	284,275
	Cash in Bank (SWEEP)	453,050
	Cash Collections Awaiting Deposit	-
Total Cash & Equivalents		737,325
Current Assets		
	Accounts Receivable	281,711
	Due from Grantor Governments	3,809
	Prepaid Expenditures (Expenses)	-
Total Current Assets		285,520
Fixed Assets		
	Buildings	36,467
	Accumulated Depreciation Buildings	(8,000)
	Equipment	442,838
	Accumulated Depreciation Equipment	(414,851)
	Lease Asset	21,666,611
	Accumulated Depreciation	(601,850)
Total Fixed Assets		21,121,215
Total Assets		22,144,060
Liabilities		
Current Liabilities		
	Accounts Payable	185,861
	Accrued Salary & Wages	55,849
Total Current Liabilities		241,710
Long Term Liabilities		
	Current Loans	-
	Deferred Revenue	100,000
	Lease Liability	22,700,057
Total Long Term Liabilities		22,800,057
Total Liabilities		23,041,767
Net Assets		(897,708)
Total Liabilities and Net Assets		22,144,060

Coversheet

Executive Summary

Section: VI. Other Business
Item: A. Executive Summary
Purpose: Discuss
Submitted by:
Related Material: Executive Summary April 2024.pdf

Executive Summary

Prepared by Catherine Foster

April 19, 2024

Enrollment:

Grade	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April
6	63	63	65	64	66	65	63	63	63
7	56	57	57	57	58	56	52	54	54
8	97	97	95	91	90	90	90	90	91
9	45	34	32	34	35	33	34	34	34
10	41	41	42	40	40	39	39	40	40
11	29	27	26	27	27	27	27	27	27
12	40	41	43	43	43	42	42	42	24
Total	371	360	360	356	359	352	347	350	351

Attendance:

Contra Costa School of Performing Arts 3
Run Date/Time: 4/19/24 12:43 PM
08/10/2023 to 04/19/2024 = 149 days

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
6	0	69	6	63	10281	0	945	0	591.00	8745.00	58.69	93.67%
SubTotal	0	69	6	63	10281	0	945	0	591.00	8745.00	58.69	93.67%
7	0	66	12	54	9834	0	1581	0	537.00	7716.00	51.79	93.49%
8	0	105	14	91	15645	0	1983	0	717.00	12945.00	86.88	94.75%
SubTotal	0	171	26	145	25479	0	3564	0	1254.00	20661.00	138.66	94.28%
9	0	42	8	34	6258	0	1203	0	296.00	4759.00	31.94	94.14%
10	0	46	6	40	6854	0	910	0	535.00	5409.00	36.30	91.00%
11	0	32	5	27	4768	0	733	0	344.00	3691.00	24.77	91.47%
12	0	43	1	42	6407	0	146	0	626.00	5635.00	37.82	90.00%
SubTotal	0	163	20	143	24287	0	2992	0	1801.00	19494.00	130.83	91.54%
Grand Total	0	403	52	351	60047	0	7501	0	3646.00	48900.00	328.19	93.06%

24-25 Enrollment & Recruitment Plans:

Grade	Total Spots Offered	Total Spots Accepted	Goal/Target
6th	50	30	70
7th	71	63	70
8th	59	50	70
9th	87	72	70
10th	30	30	70
11th	37	37	40
12th	26	26	35
Total	360	308	425

- Canvas neighborhoods.
- Flyers and postcards at local studios.
- Hang additional banners.
- Materials at the libraries and on community boards.
- Tables at the movie theater in addition to the posters and ad before the movie.
- Students at local performances/events.
- Referral program.

Ask: None at this time.

Safety & Security:

- Bomb threat Wednesday, April 17th received by multiple schools. Since it was a late start day, after contacting the police, we decided to close the school before most students arrived.
 - Parents were appreciative.
 - Walnut Creek PD was supportive of the closure.
 - Clayton Valley HS Detection Dog came and sniffed the campus- it was clear.

Ask: *Still need updated security cameras. Looking at Minga which is a system for monitoring hall passes. Some doors need to be fixed for security purposes.*

Facility:

- HVAC updating
- Carpets are becoming a hazard
- Tile for walls in the student bathrooms
- Some outlets are not working properly in some classrooms
- Painting the halls
- Bike storage
- Front parking lot stanchions for lunch

Ask: *Review and support to determine the highest needs and funding to secure contractors over the summer.*

Culture Building:

- Planning for Pride Day on May 28th
- Four staff meetings left for the year. As most staff wish to return, I want to lay a strong foundation for the start of next year.
- Schedule training for August- Human Rights Campaign, DEI

Ask: *Support with training in the fall.*

ED Goals Update:

- 1. Increase academic performance to a similar level as the district around us per the charter.**

Progress update:

- Focus on preparing for CAASPP testing which starts May 9th.
- Tiana has been working with the math team to focus on strategies.
- All teachers have been directed to work on practice questions as a warm-up.

- 2. Retain and recruit teachers and students.**

Progress update:

- Enrollment numbers for next year are increasing.
- Supervisor of Enrollment, Miguel Soza, is working on the plans outlined earlier.
- Consultant support for marketing.
- Staff retention. Most staff wish to return. We are ready to start making offers to staff. Must give them a letter of Reasonable Assurance of Intent to Return by April 24th (classified) and May 3rd (certificated).

- 3. Develop and implement instructional strategies to address the diversity of talents and needs.**

Progress update:

- Looking at how to structure coaching more effectively.
- Data cycle conversation.
- Focused observations around rigor and relevance.
- Walk-throughs with Assistant Principal Tiana Freiri.

- 4. Manage operations for fiscal sustainability. (Input from Candice)**

Progress update:

- Questions from Ensemble attendees about structuring fundraising for next year. So many asks from each department. Few donations going to the whole school. Determine specific asks early in the year.
- Determine how to fund programmatic improvements to support recruitment, retention and CTE Pathways.

Events update (check the [Live Calendar](#)) Board members can use COCOSPABOARDMEMBERS for one free ticket to the events:

- CCCOE Trustee Visit > April 25th, 9:00 am to 10:00 am
- Vocal's production of HMS Pinafore > Apr 26 - Apr 28
- Dance's Spring Showcase of Chicago and Swan Lake > May 3rd - 7pm @ Del Valle Theater in Walnut Creek
- Vocal Senior Recitals > May 7th and 8th
- Vocal Spring Concert > May 15th
- 8th Grade Formal > May 17th

- Instrumental Spring Concert > May 18th
- Director's Awards > May 22nd
- Pride Day > May 28th. Parade starts at 10:20 followed by the whole school's outdoor lunch.
- SPAMazing Race > May 30th
- Last Day of School > June 4th

Please save the date for:

- PBL Exhibition of Learning/Open House > May 30th from 2:30 - 4:30
- 8th Grade Promotion > May 31st @10:00 at SPA
- 12th Grade Graduation > June 5th @ 10:00 am - 320 Civic Drive, Pleasant Hill

Coversheet

Approval of Correction to School Year 24-25 Calendar

Section: VI. Other Business
Item: B. Approval of Correction to School Year 24-25 Calendar
Purpose: Vote
Submitted by:
Related Material: Updated - 2024-2025 Academic Calendar .pdf



SPA Contra Costa School of Performing Arts

Academic Calendar 2024-2025

Month	Mon	Tue	Wed	Thu	Fri
August 2024 Instruct. Days = 17				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
September 2024 Instruct. Days = 20	2	3	4	5	6
	9	10	11	12	16
	16	17	18	19	20
	23	24	25	26	27
	30				

Month	Mon	Tue	Wed	Thu	Fri
October 2024 Instruct. Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Month	Mon	Tue	Wed	Thu	Fri
November 2024 Instruct. Days = 14					1*
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
December 2024 Instruct. Days = 15	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

Finals schedule

Finals block A: 8:30 am - 10:00 am
 Brunch: 10:00 am - 10:15 am
 Finals block B: 10:20 am - 11:50 am
 Lunch: 11:50 am - 12:20 pm
 Teacher Office Hours: 12:20 pm - 2:00 pm

Month	Mon	Tue	Wed	Thu	Fri
Jan 2025 Instruct. Days = 18			1	2	3
	6*	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
February 2025 Instruct. Days = 18	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

Month	Mon	Tue	Wed	Thu	Fri
March 2025 Instruct. Days = 19	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

Month	Mon	Tue	Wed	Thu	Fri
April 2025 Instruct. Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

Month	Mon	Tue	Wed	Thu	Fri
May 2025 Instruct. Days = 21				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
June 2025 Instruct. Days = 4	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

T = Teacher Work Day H = Holiday E = End of Grading Period Finals Week Early Release Day

2024	2025
August 7	January 1-3
August 8	January 6
September 2	January 20
October 3	February 17
October 4	March 13
October 14	March 14
November 1	March 17
November 5	March 31
November 11	April 7-11
November 25-29	May 26
December 16-20	May 27-June 3
December 19	May 30
December 20	June 5
December 23-31	June 5
	June 19

New Student Orientation
 First Day of School
 Labor Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 1st Qtr
 Indigenous Peoples' Day
 Staff Work Day
 Election Day/Early Release for Voting
 Veterans Day
 School Break, Thanksgiving
 1st Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Winter Break

Winter Break
 Staff Work Day
 Martin Luther King Jr.'s Day
 President's Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 3rd Qtr
 Staff Work Day
 Cesar Chavez Day
 Spring Break
 Memorial Day
 2nd Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Graduation
 Juneteenth
 * 1/2 day for staff only

Coversheet

Approval of Employee Work Calendars

Section: VI. Other Business
Item: C. Approval of Employee Work Calendars
Purpose: Vote
Submitted by:
Related Material: 2024-2025 Calendar - 185 Work Days.pdf
2024-2025 Calendar - 215 Work Days.pdf
2024-2025 Calendar - 224 Work Days.pdf



SPA Contra Costa School of Performing Arts

Calendar 2024-2025 185 Work Day

Month	Mon	Tue	Wed	Thu	Fri
July 2024 Work Days = 0	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Month	Mon	Tue	Wed	Thu	Fri
August 2024 Work Days = 20				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
September 2024 Work Days = 20	2	3	4	5	6
	9	10	11	12	16
	16	17	18	19	20
	23	24	25	26	27
	30				

Month	Mon	Tue	Wed	Thu	Fri
October 2024 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Month	Mon	Tue	Wed	Thu	Fri
November 2024 Work Days = 15					1*
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
December 2024 Work Days = 15	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

Month	Mon	Tue	Wed	Thu	Fri
Jan 2025 Work Days = 19			1	2	3
	6*	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
February 2025 Work Days = 18	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

Month	Mon	Tue	Wed	Thu	Fri
March 2025 Work Days = 19	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

Month	Mon	Tue	Wed	Thu	Fri
April 2025 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

Month	Mon	Tue	Wed	Thu	Fri
May 2025 Work Days = 21				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
June 2025 Work Days = 4	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

T = Teacher Work Day H = Holiday E = End of Grading Period Finals Week Early Release Day

2024	2025
August 7 August 8 September 2 October 3 October 4 October 14 November 1 November 5 November 11 November 25-29 December 16-20 December 19 December 20 December 23-31	January 1-3 January 6 January 20 February 17 March 13 March 14 March 17 March 31 April 7-11 May 26 May 27-June 3 May 30 June 5 June 5 June 19
New Student Orientation First Day of School Labor Day PBL Exhibition of Learning Evening End of Grading Period, 1st Qtr Indigenous Peoples' Day Staff Work Day Election Day/Early Release for Voting Veterans Day School Break, Thanksgiving 1st Semester Finals PBL Exhibition of Learning Evening End of Grading Period, 2nd Qtr/1st Sem Winter Break	Winter Break Staff Work Day Martin Luther King Jr.'s Day President's Day PBL Exhibition of Learning Evening End of Grading Period, 3rd Qtr Staff Work Day Cesar Chavez Day Spring Break Memorial Day 2nd Semester Finals PBL Exhibition of Learning Evening End of Grading Period, 2nd Qtr/1st Sem Graduation Juneteenth * ½ day for staff only



SPA Contra Costa School of Performing Arts

Calendar 2024-2025
185 Work Day

T = Teacher Work Day	H = Holiday	E = End of Grading Period	Finals Week	Early Release Day
2024		2025		
August 7	New Student Orientation	January 1-3	Winter Break	
August 8	First Day of School	January 6	Staff Work Day	
September 2	Labor Day	January 20	Martin Luther King Jr.'s Day	
October 3	PBL Exhibition of Learning Evening	February 17	President's Day	
October 4	End of Grading Period, 1st Qtr	March 13	PBL Exhibition of Learning Evening	
October 14	Indigenous Peoples' Day	March 14	End of Grading Period, 3rd Qtr	
November 1	Staff Work Day	March 17	Staff Work Day	
November 5	Election Day/Early Release for Voting	March 31	Cesar Chavez Day	
November 11	Veterans Day	April 7-11	Spring Break	
November 25-29	School Break, Thanksgiving	May 26	Memorial Day	
December 16-20	1st Semester Finals	May 27-June 3	2nd Semester Finals	
December 19	PBL Exhibition of Learning Evening	May 30	PBL Exhibition of Learning Evening	
December 20	End of Grading Period, 2nd Qtr/1st Sem	June 5	End of Grading Period, 2nd Qtr/1st Sem	
December 23-31	Winter Break	June 5	Graduation	
		June 19	Juneteenth	
			* ½ day for staff only	



SPA Contra Costa School of Performing Arts

Calendar 2024-2025 215 Work Day

Month	Mon	Tue	Wed	Thu	Fri
July 2024 Work Days = 13	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Month	Mon	Tue	Wed	Thu	Fri
August 2024 Work Days = 22				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
September 2024 Work Days = 20	2	3	4	5	6
	9	10	11	12	16
	16	17	18	19	20
	23	24	25	26	27
	30				

Month	Mon	Tue	Wed	Thu	Fri
October 2024 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Month	Mon	Tue	Wed	Thu	Fri
November 2024 Work Days = 15					1*
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
December 2024 Work Days = 15	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

Month	Mon	Tue	Wed	Thu	Fri
Jan 2025 Work Days = 19			1	2	3
	6*	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
February 2025 Work Days = 18	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

Month	Mon	Tue	Wed	Thu	Fri
March 2025 Work Days = 20	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

Month	Mon	Tue	Wed	Thu	Fri
April 2025 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

Month	Mon	Tue	Wed	Thu	Fri
May 2025 Work Days = 21				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
June 2025 Work Days = 18	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

T = Teacher Work Day H = Holiday E = End of Grading Period Finals Week Early Release Day

2024	2025
August 7	January 1-3
August 8	January 6
September 2	January 20
October 3	February 17
October 4	March 13
October 14	March 14
November 1	March 17
November 5	March 31
November 11	April 7-11
November 25-29	May 26
December 16-20	May 27-June 3
December 19	May 30
December 20	June 5
December 23-31	June 5
	June 19

New Student Orientation
 First Day of School
 Labor Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 1st Qtr
 Indigenous Peoples' Day
 Staff Work Day
 Election Day/Early Release for Voting
 Veterans Day
 School Break, Thanksgiving
 1st Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Winter Break

Winter Break
 Staff Work Day
 Martin Luther King Jr.'s Day
 President's Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 3rd Qtr
 Staff Work Day
 Cesar Chavez Day
 Spring Break
 Memorial Day
 2nd Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Graduation
 Juneteenth
 * 1/2 day for staff only



SPA Contra Costa School of Performing Arts

Calendar 2024-2025
215 Work Day

T = Teacher Work Day	H = Holiday	E = End of Grading Period	Finals Week	Early Release Day
2024		2025		
August 7	New Student Orientation	January 1-3	Winter Break	
August 8	First Day of School	January 6	Staff Work Day	
September 2	Labor Day	January 20	Martin Luther King Jr.'s Day	
October 3	PBL Exhibition of Learning Evening	February 17	President's Day	
October 4	End of Grading Period, 1st Qtr	March 13	PBL Exhibition of Learning Evening	
October 14	Indigenous Peoples' Day	March 14	End of Grading Period, 3rd Qtr	
November 1	Staff Work Day	March 17	Staff Work Day	
November 5	Election Day/Early Release for Voting	March 31	Cesar Chavez Day	
November 11	Veterans Day	April 7-11	Spring Break	
November 25-29	School Break, Thanksgiving	May 26	Memorial Day	
December 16-20	1st Semester Finals	May 27-June 3	2nd Semester Finals	
December 19	PBL Exhibition of Learning Evening	May 30	PBL Exhibition of Learning Evening	
December 20	End of Grading Period, 2nd Qtr/1st Sem	June 5	End of Grading Period, 2nd Qtr/1st Sem	
December 23-31	Winter Break	June 5	Graduation	
		June 19	Juneteenth	
			* ½ day for staff only	



SPA Contra Costa School of Performing Arts

Calendar 2024-2025 224 Work Day

Month	Mon	Tue	Wed	Thu	Fri
July 2024 Work Days = 21	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Month	Mon	Tue	Wed	Thu	Fri
August 2024 Work Days = 22				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
September 2024 Work Days = 20	2	3	4	5	6
	9	10	11	12	16
	16	17	18	19	20
	23	24	25	26	27
	30				

Month	Mon	Tue	Wed	Thu	Fri
October 2024 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Month	Mon	Tue	Wed	Thu	Fri
November 2024 Work Days = 15					1*
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
December 2024 Work Days = 15	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

Month	Mon	Tue	Wed	Thu	Fri
Jan 2025 Work Days = 22			1	2	3
	6*	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
February 2025 Work Days = 18	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

Month	Mon	Tue	Wed	Thu	Fri
March 2025 Work Days = 20	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

Month	Mon	Tue	Wed	Thu	Fri
April 2025 Work Days = 17		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

Month	Mon	Tue	Wed	Thu	Fri
May 2025 Work Days = 21				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
June 2025 Work Days = 16	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

T = Teacher Work Day H = Holiday E = End of Grading Period Finals Week Early Release Day

2024	2025
August 7	January 1-3
August 8	January 6
September 2	January 20
October 3	February 17
October 4	March 13
October 14	March 14
November 1	March 17
November 5	March 31
November 11	April 7-11
November 25-29	May 26
December 16-20	May 27-June 3
December 19	May 30
December 20	June 5
December 23-31	June 5
	June 19

New Student Orientation
 First Day of School
 Labor Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 1st Qtr
 Indigenous Peoples' Day
 Staff Work Day
 Election Day/Early Release for Voting
 Veterans Day
 School Break, Thanksgiving
 1st Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Winter Break

Winter Break
 Staff Work Day
 Martin Luther King Jr.'s Day
 President's Day
 PBL Exhibition of Learning Evening
 End of Grading Period, 3rd Qtr
 Staff Work Day
 Cesar Chavez Day
 Spring Break
 Memorial Day
 2nd Semester Finals
 PBL Exhibition of Learning Evening
 End of Grading Period, 2nd Qtr/1st Sem
 Graduation
 Juneteenth
 * 1/2 day for staff only



SPA Contra Costa School of Performing Arts

Calendar 2024-2025
224 Work Day

T = Teacher Work Day	H = Holiday	E = End of Grading Period	Finals Week	Early Release Day
2024		2025		
August 7	New Student Orientation	January 1-3	Winter Break	
August 8	First Day of School	January 6	Staff Work Day	
September 2	Labor Day	January 20	Martin Luther King Jr.'s Day	
October 3	PBL Exhibition of Learning Evening	February 17	President's Day	
October 4	End of Grading Period, 1st Qtr	March 13	PBL Exhibition of Learning Evening	
October 14	Indigenous Peoples' Day	March 14	End of Grading Period, 3rd Qtr	
November 1	Staff Work Day	March 17	Staff Work Day	
November 5	Election Day/Early Release for Voting	March 31	Cesar Chavez Day	
November 11	Veterans Day	April 7-11	Spring Break	
November 25-29	School Break, Thanksgiving	May 26	Memorial Day	
December 16-20	1st Semester Finals	May 27-June 3	2nd Semester Finals	
December 19	PBL Exhibition of Learning Evening	May 30	PBL Exhibition of Learning Evening	
December 20	End of Grading Period, 2nd Qtr/1st Sem	June 5	End of Grading Period, 2nd Qtr/1st Sem	
December 23-31	Winter Break	June 5	Graduation	
		June 19	Juneteenth	
			* ½ day for staff only	

Coversheet

Proposed Agreement with Smart Management Schools

Section: VI. Other Business
Item: D. Proposed Agreement with Smart Management Schools
Purpose: Vote
Submitted by:
Related Material: Charter School Management Contract- Draft v.pdf

CHARTER SCHOOL MANAGEMENT AGREEMENT

THIS CHARTER SCHOOL MANAGEMENT AGREEMENT (this “Agreement is made and effective as of the [REDACTED] day of [REDACTED] of 2024 (“Effective Date”), by and between SMART Management, LLC a Delaware Limited Liability Company, whose registered address is 3500 South Dupont Highway, Dover, Delaware 19901 (hereinafter referred to as “SMART”), and _____, Inc., a California non-profit corporation, whose address is _____ (hereinafter referred to as “CCSPA”). SMART and CCSPA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

I. RECITALS

1. CCSPA operates the CCSPA as a 6th through 12th Grade school, pursuant to a charter contract with the State of California (hereinafter the “Charter School”).
2. SMART provides both comprehensive and targeted educational and support services to charter schools.
3. CCSPA wishes to engage SMART to provide the Services (as enumerated in Section 4, below) at the Charter School in connection with the operation of CCSPA's charter school, and SMART is willing to accept such engagement and provide the Services enumerated in Section 4, below to CCSPA, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

II. AGREEMENTS

2. Engagement, Purpose, Board Authority, Relationship.
 1. Engagement. CCSPA hereby: (i) engages SMART for the purpose of providing the Services; and (ii) grants SMART as set forth herein, to the full extent permitted by applicable law. SMART hereby accepts such engagement, for the term set forth herein, to act on behalf of CCSPA for the purposes set forth herein, only with such authority as is delegated to SMART herein or by subsequent action taken at a public meeting by the CCSPA Board of Directors (the “Board”) action or adopted resolutions, subject to the terms and conditions of this Agreement, applicable

provisions of California law, including specifically the provisions of Chapter 12, Subchapter D of the California Education Code; all rules and regulations adopted from time-to-time by either the California State Board of education or the California Commissioner of Education relating to the operation of charter schools; and all representations, conditions and undertakings set forth in the Charter Applications, submitted to the California Education Agency by CCSPA, and the Charter Contract, as amended, between the State of California and CCSPA.

2. Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.

3. Student Achievement. The primary purpose of this Agreement is to improve student outcomes by authorizing SMART the authority to operate the Charter School, subject to transparent accountability requirements. The provisions of this Agreement shall be construed and applied to achieve this purpose.

4. Intent to Continue Agreement for the Benefit of Students. Subject to the term and termination provisions set forth in Article III, below, the Parties intend that this Agreement shall continue in effect and shall be renewed for successive terms.

5. Board Final Authority. Notwithstanding any provision contained herein, SMART acknowledges and agrees that the CCSPA is and shall be governed by its Board, which is responsible for overseeing this Agreement and all corporate operations necessary to operate the Charter school to which this Agreement relates. SMART shall provide the Services to CCSPA subject to the Board's direction, oversight and policies, the requirements of this Agreement applicable California law. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, contractual, and fiduciary responsibilities governing all Charter-School and corporate operations. The Board has, and shall retain, the right to exercise its judgment in accepting or rejecting SMART's recommendations related to the Services provided under this Agreement.

6. Relationship of the Parties. The Parties agree that:

1. Subject to applicable California laws and regulations, CCSPA and SMART shall carry out their respective rights, duties and obligations under the terms and conditions set forth in this Agreement in a cooperative manner and to minimize disruption in the orderly functioning and administration of the Charter School. SMART will operate as an independent contractor to CCSPA and will be responsible for delivering the services required by this Agreement. The relationship between and

among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

2. In order to facilitate internal communications, and in light to SMART's undertaking of the services described in Section 4, below, CCSPA designates SMART, and all of its employees, administrators, subcontractors, staff, as agents of CCSPA, specifically retained for the purpose of operating the Charter School, and thereby having a legitimate educational interest for the purpose of entitling such persons, access to education records under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g). Additionally, because of its contemplated role in evaluating both the finances and personnel of the Charter School CCSPA grants to SMART full access to the financial and personnel records of the Charter School. There shall be no modification of, addition to, or deletion from (any or all of the foregoing, unless set forth in a writing and signed by the Parties.

3. The relationship between CCSPA and SMART is based solely upon the terms of this Agreement and any other subsequent written agreements between CCSPA and SMART. This Agreement shall create only an independent contractor relationship and shall not be construed or interpreted to create an employer-employee, partnership, joint venture or other legal relationship or entity.

4. While performing under this Agreement, neither Party shall represent the other party in any dealings or transactions, except as expressly authorized herein. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held, as applicable, in accordance with the [California Open Meetings Act] (appearing in minutes of such meeting) and as agreed in writing by that Party.

5. Neither Party shall represent the existence of any relationship except for the relationship specified herein.

6. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or

between CCSPA and SMART.

7. Neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty.

8. The governing bodies of both CCSPA and SMART shall remain independent of each other. Neither governing body may be comprised of any members of the Boards, officers or employees of each other.

9. Each Party shall solely be responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors. Except as expressly stated herein, SMART is not authorized to act on behalf CCSPA and any attempt to do so shall be null and void.

10. The Parties mutually confirm that neither CCSPA nor the Charter School has accepted or will accept any loan or credit from SMART. The Parties mutually confirm that neither CCSPA nor the Charter School has incurred or will incur any debt to SMART.

11. The Parties mutually acknowledge that a charter holder or charter school that accepts a loan or credit from, or incurs a debt to, a management company, may not enter into a contract with that management company to provide management services to the school.

12. The Parties will mutually cooperate to ensure that CCSPA shall separately disclose, in its annual audit report, all loans or credit received, or indebtedness incurred by the charter holder or the charter school to any person or entity providing management services to the charter school or another charter school that operates under a charter granted to the charter)

13. The Parties acknowledge and agree that SMART may not: a.) take any action in its capacity as guarantor or co-signer to prevent, deter, or discourage the charter holder from taking any action respecting the management company under its contract for management services; or, b.) take any action in its capacity as guarantor or co-signer to coerce, influence, or encourage the charter holder to negotiate.

III.

TERM AND TERMINATION

1. This Agreement shall commence on the earlier occurring of: a.) the day

following the date of approval of this Agreement by [relevant CA regulators] staff;

2. This shall terminate without further notice, on [REDACTED] . the end of the current term of CCSPA current open-enrollment charter granted by [California authorizer]
3. The contract shall automatically renew at the end of the term for an additional 5 years. Should the CCSPA board wish to non-renew the contract, it will notify SMART in writing and provide SMART 60 days to address and remediate any deficiencies identified by the board.
4. This Agreement may be terminated at any other time by the mutual written agreement of the Parties.
5. Upon expiration or termination of this Agreement for any reason, SMART shall be entitled to, and shall promptly receive, all fees and reimbursement of all expenses pursuant to Sections 7 and 8, below.

IV.

RESPONSIBILITIES OF CCSPA

1. Furniture and Equipment for Classrooms and Instructional Areas. CCSPA shall authorize SMART the full use of all furniture and equipment in place at its current location. As set forth in its annual budgets for all years during the term of this Agreement, CCSPA will use appropriated funds to acquire chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the Charter School. The title to all furniture and equipment supplied by CCSPA for use by SMART remains vested in CCSPA. SMART will ensure that all property is asset-tagged and shall maintain an inventory list of all assets located at the school.
2. Permitted Use. Beginning on the Commencement Date identified in Section 3.1, above and during the Term of this Agreement, SMART may use and occupy the facilities of CCSPA solely for the operation of the School as permitted by this Agreement and Applicable Law.
3. Fixtures and Alterations. SMART may attach non-permanent materials and fixtures to the walls of the Charter School classrooms but may not make any other alterations (including fixtures) in or to the CCSPA facilities that would alter the walls, floors, or any other permanent structure of the Premises without written consent of CCSPA.

4. Cooperation. CCSPA shall cooperate with SMART in promptly filing all information and documents and submitting all forms and reports that may be necessary or convenient for SMART to properly perform its responsibilities under this Agreement,
5. Legal Counsel. CCSPA shall select and retain legal counsel to advise it regarding the terms and conditions set forth in this Agreement, and its rights and responsibilities under the Act, this Agreement and applicable law.
6. Charter Contract. SMART shall not act, or find to act, in any manner that may cause CCSPA to breach its Charter Contract.
7. Evaluation of SMART. CCSPA shall evaluate the performance of SMART each year to provide SMART with an understanding of the Board's view of its performance under this Agreement. The evaluation shall occur during July of each school year and will be based upon the financial and academic performance of the Charter school during the immediately preceding school year.
8. Place of Performance. CCSPA shall provide SMART with reasonable office space at its current school location so as to allow sufficient space for SMART to perform the Services required by this Agreement. Except as prohibited by the State law or regulation or other applicable law, SMART reserves the right to perform a portion of the Services off-site at other locations.
9. Adoption of Annual Charter School Budget. Based upon the recommendation of SMART, the CCSPA Board shall be responsible for adopting the annual Charter School budget or budgets for each fiscal year in a timely manner. In adopting such budget, the CCSPA Board shall ensure that the Charter School has adequate resources to fulfill its obligations under applicable State law, regulations, and the Charter Contract. and this Agreement. In addition, the CCSPA Board shall be responsible for approving revisions and amendments to its Annual Budget to reflect necessary deviations from the adopted Annual Budget, in the event that such changes will support the Charter School's educational mission.
10. Accounting and Audits. In accordance with the provisions of State law and regulations CCSPA shall ensure that, within 180 days following the end of each fiscal year during the Term of this Agreement financial statements of the Charter School are audited by an independent certified public accountant selected by and reporting to the CCSPA Board.
11. Communication and Notice. CCSPA agrees to communicate with SMART and

timely notify SMART of any anticipated or known: (i) material Health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect the Charter School in complying with its obligations and responsibilities hereunder.

**V.
RESPONSIBILITIES OF SMART**

1. Educational Services. SMART shall, subject to the Board's authority as retained and set forth in this Agreement, CCSPA's Charter Contract with the California Education Agency, and the provisions of State law and applicable regulations shall manage, oversee and supervise CCSPA's Charter School. Specific duties of SMART are set forth below:

1. Curriculum and Educational Program Responsibilities. SMART will have the authority to design, adopt, and implement all curriculum decisions for the Charter School. This authority includes authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations.

2. Educational Planning Responsibilities. SMART will implement its educational plan or academic model. SMART will include in the plan or model the vision for the Charter School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population which will be served at the School. The plan shall also include the management routines and practices to be implemented by the SMART in managing the staff and academic programs at the Charter School. SMART agrees to notify the CCSPA Board of any significant alteration of the plan.

3. Instructional Material Selection Responsibilities. Subject to Budget restrictions, SMART is delegated the authority to select instructional materials, as defined for the Charter School and represents that all selected materials will align with California requirements and any other standards that may be required under Applicable Law.

4. Assessment Responsibilities. SMART has authority over the selection and administration of student assessments not required by state for federal law.

5. Extracurricular Programming Responsibilities. SMART shall develop

programming in which students enrolled at the Charter School may join any extra-curricular activities, so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by SMART.

6. Student Behavior Responsibilities. SMART will develop and present to the CCSPA Board for final approval a Student Code of Conduct which students enrolled in the Charter School will be required to follow. Enforcement of the Student Code of Conduct shall be the final responsibility of SMART, except in those cases where it is alleged and proved that SMART failed to follow the procedures set forth in the Student Code of Conduct, or it is alleged and proved that SMART failed to ensure that due process was afforded with respect to student discipline.

2. Personnel Management Services. Specific duties of SMART are set forth below:

1. Employment Responsibilities. All faculty and staff of the Charter School will be employees of CCSPA, and will, in the absence of an employment agreement approved by SMART in its sole discretion be considered to be at-will employees. Under this Agreement, SMART has been delegated the sole, initial, and final authority to approve the hiring, assignment, and dismissal of all CCSPA employees or contractors to the Charter School. The delegation of authority includes hiring, assignment, evaluation, development, advancement, compensation, continuation, and establishment of any other terms of employment of any CCSPA employee or contractor. From and after the effective date of this Agreement the CCSPA will not approve or take part in any employment actions relating to CCSPA employees and will, instead defer in employment matters to the final decision of SMART in any employment matter.

2. Criminal History Background Check Responsibilities. SMART shall ensure that all criminal history background checks required by State law and regulation, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check.

3. Employment Record Maintenance. SMART will timely record and maintain the employment records for all Charter School personnel and all employment records of CCSPA employees. Such records will be the property of CCSPA.

4. Employee Complaints and Grievances. SMART agrees to develop for CCSPA and, after approval by the CCSPA Board, faithfully administer such policy.

5. Superintendent. At its sole discretion SMART may hire a Superintendent, on behalf of CCSPA to direct the daily activities of the Charter School. Any person hired to perform these functions shall be governed by the authority granted to SMART under Section 5.2.1, above.

3. Development Services. SMART shall, prepare and submit to the CCSPA Board for its review, a Development Plan for the advancement of the Charter School. Such Development Plan shall include marketing activities to enhance student enrollment. The Plan should also address future efforts at fundraising activities from both public and private sources.

4. Accounting and Audit Cooperation. SMART acknowledges and agrees that, in accordance with the provisions of State law and regulations the CCSPA Board is required to ensure that, within 180 days following the end of each fiscal year during the Term of this Agreement financial statements of the Charter School are audited by an independent certified public accountant selected by and reporting to the CCSPA Board. SMART agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

5. Contracting, Purchasing and Procurement Responsibilities. SMART shall establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires on behalf of CCSPA under this Agreement. SMART will ensure compliance with applicable state and federal contracting and payment. SMART reserves the right to contract for any services it deems beneficial in operation of the School, so long as the contracted amount is within the authorized items of expenditure in the CCSPA Board-adopted Budget.

6. Budgeting Responsibilities. SMART shall undertake budget planning as an integral part of overall program planning so that the budget effectively reflects the Charter School's programs and activities, and to provide the resources to implement them. The budget adoption process shall, at a minimum, the budget shall:

1. Include in the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the Charter School stakeholders committees. Budget planning and evaluation are continuous processes and shall be a regular part of SMART's activities.

2. Be prepared in a format that meets all established CA requirements for preparation and student data submission at all scheduled intervals.

3. Be presented to the CCSPA Board at a posted public hearing for discussion, modification, and ultimately for approval by the Board

4. Maybe amended from time-to-time by action of the CCSPA Board at a public meeting.

5. The adopted budget provides SMART the authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and State-approved purchasing procedures. The expenditure of funds shall be under the direction of the SMART who shall ensure that funds are expended in accordance with the adopted budget.

VI. MANAGEMENT FEES

1. For and in consideration of the assumption of the duties which it has assumed under this Agreement, SMART will be paid an amount equal to twelve percent (12%) of the total revenues received by CCSPA or paid to third-parties, other than SMART, on behalf of CCSPA or its students. Such revenues shall include all federal, state, and local program revenues, grants from public or private sources, and all other revenues received by CCSPA or paid on its behalf through all other development and fund-raising efforts conducted by the Parties.

2. Amounts payable to SMART under Section 6.1 above will be calculated based upon all revenues received by CCSPA during the Term of this Agreement or any extension thereof.

3. SMART shall also be entitled to receive payment for any revenues received by CCSPA after the expiration of this Agreement so long as CCSPA's entitlement to receive such funds occurred during the term of this Agreement or any extension thereof.

4. SMART shall be paid the amounts calculated in accordance with Section 6.1 above on a monthly basis in accordance with the following protocols.

1. On a monthly basis, SMART shall prepare and submit to the CCSPA Board a statement of all qualifying revenues under Section 6.1, above, and a calculation of its management fees calculated in accordance with this Article.

2. The CCSPA Board shall take up and consider SMART's monthly payment request at the first posted meeting following SMART's submission of its monthly invoice.

3. The CCSPA Board shall approve SMART's invoice unless the Board finds an error in calculation, in which case the Board shall approve the corrected amount.

4. After the end of this Agreement's Term, or any extension thereof, the CCSPA Board shall approve SMART's invoices for Management Fees earned for funds received by CCSPA, after the termination of the Agreement, so long as the entitlement to such revenues was established during the Term of the Agreement or any extension thereof, unless the Board finds an error in calculation, in which case the Board shall approve the corrected amount.

**VII.
MUTUAL REPRESENTATIONS AND WARRANTIES.**

1. CCSPA's Representations and Warranties. CCSPA hereby represents and warrants to SMART that:

1. It is duly organized and existing as a CA nonprofit corporation.

2. CCSPA is the current authorized holder of a Charter Contract approved by [California authorizer].

3. The CCSPA Board will not do, suffer or permit any act or wrongdoing to be done whereby its right to operate as a CA nonprofit corporation, and also to operate as an approved Charter holder.

4. The CCSPA Board has the full authority and power to enter into this Agreement and it has duly authorized its President to execute this Agreement;

5. The execution, delivery, and performance of this Agreement will not conflict with or cause a default by CCSPA under any other instrument or agreement to which CCSPA is a Party or will not constitute a violation of any order rule, or regulation of any court or governmental agency having jurisdiction over CCSPA.

6. CCSPA is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations (ii) wage or salary obligations and related benefits and payroll taxes; and any leases for real and personal property, where such breach or default may adversely affect CCSPA's required performance under this Agreement.

7. There are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened, or reasonably anticipated against or affecting CCSPA which, if adversely decided would have a material adverse effect on its ability to perform its obligations under this Agreement. and

8. Prior to the CCSPA Board's approval and CCSPA's execution and delivery of this Agreement each member of the Board and CCSPA's legal counsel were given ample opportunity to review and discuss this Agreement.

2. SMART's Representations and Warranties. CCSPA hereby represents and warrants to SMART that:

1. It is duly organized and existing as a Delaware Chartered Limited Liability Company, and is registered to do business in the State of California. nonprofit corporation.

2. The SMART will not do, suffer or permit any act or wrongdoing to be done whereby its right to operate in California as a limited liability company, and also to operate as an authorized charter management company.

3. SMART has the full authority and power to enter into this Agreement and it has duly authorized its President to execute this Agreement;

4. The execution, delivery, and performance of this Agreement will not conflict with or cause a default by SMART under any other instrument or agreement to which SMART is a Party or will not constitute a violation of any order rule, or regulation of any court or governmental agency having jurisdiction over SMART.

5. SMART is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations (ii) wage or salary obligations and related benefits and payroll taxes; and any leases for real and personal property, where such breach or default may adversely affect SMART's required performance under this Agreement.

6. There are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened, or reasonably anticipated against or affecting SMART which, if adversely decided would have a material adverse effect on its ability to perform its obligations under this Agreement.

7. Prior to the SMART's approval and its execution and delivery of this Agreement each member of the Board and SMART's legal counsel were given ample opportunity to review and discuss this Agreement.

XIII. INSURANCE AND INDEMNIFICATION

1. Insurance Coverage by SMART. SMART shall, at its own expense and not from the Charter School's operating funds shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per

occurrence, with a \$2,000,000 annual aggregate. CCSPA is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom.

2. Insurance coverage by CCSPA. CCSPA shall maintain casualty insurance on the facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the Charter School. CCSPA shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of California. Any deductible or other similar obligation under CCSPA's insurance policies shall be the sole obligation of CCSPA.

3. Form of Policies. All of the insurance policies described in this Article XIII shall be issued by insurance companies qualified to operate in California. Such policies shall name the counterparty to this Agreement, as additional insureds. Evidence of insurance shall be delivered to the counter party on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon obtaining a new policy.

4. Evidence of Insurance. Upon request, either Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

5. Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

6. Indemnification. Subject to the policy limits of the insurance coverage required by Article XIII of this Agreement, each Party will protect, defend, indemnify, and save harmless the counter party from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of each other, their employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of their respective obligations under this Agreement.

IX. INTELLECTUAL PROPERTY RIGHTS

1. Intellectual Property Rights of SMART. In connection with the Services performed under this Agreement, SMART may furnish CCSPA with curriculum, testing, analysis, reports, programs procedures or other information or materials that have been or will be authored, originated, discovered, or invented by or for SMART, and of which SMART is deemed to be the originator. ("SMART's Materials"). The

Parties agree that SMART shall have and retain all title and interest in and to SMART's Materials, and that CCSPA shall not have any rights to sell, assign or otherwise transfer any right, title or interest in such SMART's Materials and all rights to apply for, register, obtain, and own any and all copyrights trademarks, service marks trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. SMART retains the right to sell any of SMART's Materials.

2. Intellectual Property Rights of CCSPA. The Parties hereto agree that the name "CCSPA" and any trademarks or images associated therewith are the intellectual property of CCSPA. License Grant. CCSPA hereby grants to SMART the revocable, non-exclusive right to use the CCSPA name and trademarks to be used in connection with SMART's performance under this Agreement to operate the Charter School. This right shall terminate for a when SMART is no longer providing the Services for such Charter School or upon the termination of this Agreement. Upon termination of this Agreement or any extension thereof, SMART shall immediately cease all use of the marks in connection with the Charter School. SMART shall acquire no rights in the Marks under this Section, except the right to use the Marks as permitted herein.

X.

DISPUTE RESOLUTION

1. Mediation. After receipt of notice of either Party's determination or notice of breach, the counter party shall have sixty (60) days in which either to tender performance or evidence of its efforts to cure. In the event such a notice is delivered, either Party may initiate mediation of the dispute by written notice to the counter party, in which case the parties shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the demand mediation, attempt to resolve the dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. With respect to such mediation, (i) each Party shall bear one-half of such mediator's fees and expenses; and, ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

2. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 10.1, either Party may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a district court of Orange County, CA, and may assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

XI.

GENERAL AND MISCELLANEOUS

1. Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior

representations, understandings, and discussions are merged into, superseded by and canceled by this contract.

2. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

A. Notices to CCSPA shall be addressed to its President as follows:

President
CCSPA, Inc.
Telephone:
Facsimile:
Email:

[or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.](#)

B. Notices to the SMART shall be addressed to its Authorized Representative as follows:

[Jeffrey Rothschild, COO](#)
[SMART Management](#)
[9875 SW 72nd St](#)
[Miami, FL33172](#)
[Email: jrothschild@ssmartmanagementschools.com](mailto:jrothschild@ssmartmanagementschools.com)

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

3. Amendments to Agreement; Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

4. Severability. If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the Parties to the extent valid and enforceable.

5. Governing Law. In any suit arising under this contract, California law shall apply.

Entered into this ____ day of _____, 2024.

CCSPA, Inc.

By: _____
President

SMART Management

By: _____
President