



Contra Costa School of Performing Arts

Special Board Meeting

Date and Time

Tuesday May 21, 2024 at 7:30 PM PDT

Location

Virtual

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.

All Board agendas and minutes will be published at cocospa.org. Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director's Office at (925) 235-1130.

Board meeting will be held virtually.

*Adding a zoom location per Brown Act, each member attending via zoom will post the agenda in their window, announce their address, and announce if there is anyone over the age of 18 attending with them.

5505 Iowa Drive
Concord, CA 94521

490 Lake Park Drive
Oakland, CA 94610

4040 Hope Ave
Concord, CA 94521

505 Allegheny Dr
Walnut Creek, CA 94598

425 Castle Rock Rd
Walnut Creek, CA 94598

2121 Chicory Drive
Oakley, CA 94561

4229 20th Street
San Francisco, CA 94114

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:30 PM
Opening Items			
A. Call the Meeting to Order		Heather Vega	1 m
B. Record Attendance		Heather Vega	1 m
C. Establishment of Quorum		Heather Vega	1 m
D. Agenda Review and Adoption	Vote	Heather Vega	1 m

	Purpose	Presenter	Time
<p>The Board will review the agenda and adopt as presented or take action to change the order of items.</p>			

II. PUBLIC COMMENTS 7:34 PM

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 (3) minutes for items *on* the agenda, and two (2) 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.

- | | | | |
|----------------------------|-----|--------------|-----|
| A. Items on the Agenda | | Heather Vega | 2 m |
| B. Items not on the Agenda | FYI | Heather Vega | 1 m |

III. Other Business 7:37 PM

- | | | | |
|------------------------------------|------|--------------|------|
| A. Contract Agreement | Vote | Heather Vega | 25 m |
| Review and approve SMART contract. | | | |

IV. Closing Items 8:02 PM

- | | | | |
|--------------------|--|--------------|--|
| A. Adjourn Meeting | | Heather Vega | |
|--------------------|--|--------------|--|

Coversheet

Contract Agreement

Section: III. Other Business
Item: A. Contract Agreement
Purpose: Vote
Submitted by:
Related Material: CCSPA Consulting Contract with SMART (4883-3210-3099.v2) FINAL.pdf

CHARTER SCHOOL CONSULTING AGREEMENT

THIS CHARTER SCHOOL CONSULTING 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 ChartHouse Public Schools, a California non-profit corporation operating Contra Costa School of Performing Arts, whose address is 2730 Mitchell Dr., Walnut Creek, CA 94598 (with ChartHouse Public Schools, hereinafter referred to as “CCSPA” or the “Charter School”). 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 authorized by the Contra Costa County Board of Education.
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 engages SMART for the purpose of providing the Services. SMART hereby accepts such engagement, for the term set forth herein, to support CCSPA for the purposes set forth herein, subject to the terms and conditions of this Agreement, applicable provisions of California law.
 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 contracting with SMART to support the operation of the Charter School. 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 of SMART's undertaking of the services described in Section 4, below, CCSPA designates SMART, and all of its employees, administrators, subcontractors, staff, as 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 Ralph M. Brown 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 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.

III.

TERM AND TERMINATION

1. This Agreement shall commence on the day following the date of approval of this Agreement by the Parties;
2. This shall terminate without further notice, on June 30, 2027, the end of the CCSPA's current charter term.
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 prior to the end of the term.
4. This Agreement may be terminated at any other time by 60-day written notice by either Party.

IV.

RESPONSIBILITIES OF CCSPA

1. 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 as permitted by this Agreement and Applicable Law.
2. Cooperation. SMART shall cooperate with CCSPA in promptly filing all information and documents and submitting all forms and reports that may be

necessary or convenient for CCSPA to properly perform its responsibilities under its charter petition,

3. 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.

4. Charter Contract. SMART shall not act, or find to act, in any manner that may cause CCSPA to breach its Charter Contract.

5. 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 of the summer each school year and will be based upon the financial and academic performance of the Charter School during the immediately preceding school year.

6. 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.

7. Adoption of Annual Charter School Budget. With consideration of recommendations from 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.

8. Accounting and Audits. In accordance with the provisions of State law and regulations CCSPA shall ensure that, by December 15 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.

9. 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, and the provisions of State law and applicable regulations shall consult with CCSPA. Specific duties of SMART are set forth below:

1. Curriculum and Educational Program Responsibilities. SMART will design and make recommendations for adoption and implementation all curriculum decisions for the Charter School.

2. Educational Planning Responsibilities. SMART will develop 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.

3. Instructional Material Selection Responsibilities. SMART will recommend instructional materials 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 may recommend 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.

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 CCSPA.

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 be at-will employees. SMART may make recommendations on various employment topics, including hiring, assignment, evaluation, development, advancement, compensation, continuation, and establishment of any other terms of employment of any CCSPA employee or contractor.

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 will be completed for its employees, and shall take action required by law upon completing the background check.

3. Employment Record Maintenance. SMART will assist with the timely recording and maintenance 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 recommend for CCSPA employee complaint policies.

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, by December 15th annually, financial statements of the Charter School are audited by an independent certified public accountant selected by and reporting to the CCSPA Board.

5. Contracting, Purchasing and Procurement Responsibilities. SMART shall recommend school-level systems to CCSPA for obtaining, contracting with, and paying its vendors for goods it acquires. SMART will ensure compliance with applicable state and federal contracting and payment.

6. Budgeting Responsibilities. SMART shall advise on 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.

VI. 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 eight percent (8%) of the total public apportionment revenues received by CCSPA. Such revenues shall include all federal, state, and local program revenues.
2. No fees will accrue or become due, unless or until key performance indicators, including, but not limited to, academic growth as measured against CCSPA's Local Control and Accountability Plan.
3. No fees will accrue or become due for any periods during which CCSPA has a qualified or negative interim certification on its financial reports.
4. 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.
5. 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.
6. 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 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 the Contra Costa County Board of Education.

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.

2. 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 Contra Costa 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@ssmartmanagmentschools.com](mailto:jrothschild@ssmartmanagmentschools.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