



# Contra Costa School of Performing Arts

## Board Meeting

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### Date and Time

Tuesday August 20, 2024 at 5:30 PM PDT

### Location

2730 Mitchell Drive  
Walnut Creek, CA 94598

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Contra Costa School of Performing Arts

### Board Meeting

### Date and Time:

Tuesday, August 20, 2024 at 5:30 PM PDT

### Location:

4229 20th Street  
San Francisco, CA 94114

Google Meet Link: CCSPA/ChartHouse Board of Directors Meeting

Video call link: <https://meet.google.com/nkf-yvbi-bxv>

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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.

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
<b>A.</b> Call the Meeting to Order		Heather Vega	1 m
<b>B.</b> Record Attendance		Callie Tirlia	1 m
<b>C.</b> Establish a Quorum		Heather Vega	1 m
<b>D.</b> 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.			
<b>II. Closed Session</b>			<b>5:34 PM</b>
<b>A.</b> Public Employee Discipline/Dismissal Release	Vote	Catherine Foster	10 m
<b>B.</b> Conference with Legal Counsel – Anticipated Litigation	Discuss	Heather Vega	20 m
Significant exposure to litigation pursuant to § 54956.9(b): 1 Case			

	Purpose	Presenter	Time
<b>III. Reconvene to Open Session</b>			<b>6:04 PM</b>
<b>A.</b> Report out on Action Taken in Closed Session	Discuss	Heather Vega	5 m
<b>IV. Public Comments</b>			<b>6:09 PM</b>
<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>			
<b>A.</b> Items on the Agenda	FYI	Heather Vega	5 m
Public Comment regarding items on the agenda.			
<b>B.</b> Items Not on the Agenda	FYI	Heather Vega	5 m
Public Comment regarding items not on the agenda.			
<b>V. Consent Agenda</b>			<b>6:19 PM</b>
<p>Items listed under the Consent Agenda are considered routine and will be approved by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of a member of the Board or Executive Director and acted upon separately.</p>			
<b>A.</b> Consent Agenda Items	Vote	Heather Vega	5 m
Minutes for the July 23, 2024 meeting			
<b>VI. Committee Reports</b>			<b>6:24 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Financial Committee Report	Vote	Heather Vega	10 m
Review action taken during Financial Committee. Vote on minutes.			
<b>VII. Finance</b>			<b>6:34 PM</b>
<b>A.</b> Financial Report	FYI	Candice Phillips, Debbie Howard	25 m
<b>B.</b> Contract Updates	Vote	Catherine Foster	5 m
Review contract with Elevate K-12 for certificated virtual teaching of Biology and Chemistry.			
<b>C.</b> Loan Agreement	Vote	Heather Vega	10 m
Review documents and vote on any additions.			
<b>VIII. Other Business</b>			<b>7:14 PM</b>
<b>A.</b> Executive Summary	Discuss	Catherine Foster, Candice Phillips	5 m
The Executive Director will provide an update on enrollment, attendance, academic progress, safety and culture as well as other matters and needs.			
<b>B.</b> Salary Schedule Revision for 24-25	Vote	Catherine Foster, Callie Tirlia	5 m
Review and vote on the changes for SY 24-25.			
Changes:			
<ul style="list-style-type: none"> <li>• Review and vote on addition of the position of After School Coordinator to hourly schedule.</li> <li>• Review and vote on addition of Assistant Education Specialist to hourly schedule.</li> </ul>			
<b>C.</b> Independent Study Extension	Vote	Catherine Foster	10 m
Review program proposal on independent study opportunities to support with enrollment.			
<b>D.</b> Revision to Executive Director Contract Date	Vote	Catherine Foster	5 m
Correction to employment agreement of terms. Moving it from July 1st to July 30th to July 1st to June 30th.			

	Purpose	Presenter	Time
<b>E.</b> Revision to Board Meetings	Vote	Catherine Foster	5 m
Review change from September 17, 2024 to September 10, 2024.			
<b>IX. Closing Items</b>			<b>7:44 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## Consent Agenda Items

**Section:** V. Consent Agenda  
**Item:** A. Consent Agenda Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024\_07\_23\_board\_meeting\_minutes.pdf



# Contra Costa School of Performing Arts

## Minutes

### Board Meeting

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#### Date and Time

Tuesday July 23, 2024 at 5:30 PM

#### Location

2730 Mitchell Drive, Walnut Creek, CA 94598

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Contra Costa School of Performing Arts

#### Board Meeting

#### Date and Time:

Tuesday, July 23, 2024 at 5:30 PM PDT

#### Location:

4229 20th Street  
San Francisco, CA 94114

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

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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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**Directors Present**

G. Ponikvar, H. Vega, L. McPhatter-Harris (remote), M. Hennessy (remote), S. Kulak

**Directors Absent**

*None*

**Ex Officio Members Present**

C. Foster

**Non Voting Members Present**

C. Foster

**Guests Present**

C. Tiria

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**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 Jul 23, 2024 at 5:39 PM.

**B. Record Attendance**

According to code AB2449 Dr. Lynna McPhatter-Harris is allowed to attend remotely with just cause.



**C. Establish a Quorum**

Quorum established at 5:41 by Heather Vega

**D. Agenda Review and Adoption**

G. Ponikvar made a motion to Approve the agenda as submitted.

S. Kulak seconded the motion.

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

**Roll Call**

M. Hennessy	Aye
S. Kulak	Aye
L. McPhatter-Harris	Aye
G. Ponikvar	Aye
H. Vega	Aye

**II. Public Comments**

**A. Items on the Agenda**

No public comments were made during this time

**B. Items Not on the Agenda**

No public comments were made during this time

**III. Consent Agenda**

**A. Consent Agenda Items**

G. Ponikvar made a motion to approve the minutes from Special Board Meeting on 04-25-24.

L. McPhatter-Harris seconded the motion.

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

**Roll Call**

M. Hennessy	Aye
L. McPhatter-Harris	Aye
S. Kulak	Abstain
G. Ponikvar	Aye
H. Vega	Aye

G. Ponikvar made a motion to approve the minutes from Board Meeting on 06-25-24.

L. McPhatter-Harris seconded the motion.

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

**Roll Call**

G. Ponikvar	Aye
S. Kulak	Abstain

**Roll Call**

L. McPhatter-Harris Aye  
H. Vega Aye  
M. Hennessy Aye

G. Ponikvar made a motion to approve the minutes from Special Board Meeting on 07-08-24.

L. McPhatter-Harris seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

M. Hennessy Aye  
G. Ponikvar Aye  
L. McPhatter-Harris Aye  
S. Kulak Abstain  
H. Vega Aye

**IV. Finance**

**A. Financial Report**

Debbie began presenting the DMS monthly update actuals through June 30th, 2024.

**V. Other Business**

**A. Executive Summary**

Catherine presented her Executive Summary to the board.

Total enrollment for 2024-2025 is 344 currently.

Catherine and Staff are attending various recruitment events.

The facility has undergone multiple updates for the 2024-2025 school year.

Catherine discussed her ED goals for the start of the year.

**B. Board Member Appointment**

Heather began presenting Jen Bridge as a potential board member candidate.

Jen Bridge began introducing herself and her professional and personal background with the school.

Board members were each given the opportunity to ask Jen Bridge various questions to evaluate her potential board member candidacy.

S. Kulak made a motion to Appoint Jen Bridge as a board member for a two year term.  
G. Ponikvar seconded the motion.

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

**Roll Call**

H. Vega                   Aye  
S. Kulak                   Aye  
G. Ponikvar               Aye  
M. Hennessy              Aye  
L. McPhatter-Harris    Aye

**C. Salary Schedule Revision for 24-25**

Catherine presented some updates on the 2024-2025 Salary Schedule. The first revision is that each Teacher FTE Calc has been revised from .15 FTE per class to .20 FTE per class.

Catherine also presented a revision that allows employees on the Non-Teacher Salaried tab to become eligible for the yearly Master's Stipend.

M. Hennessy made a motion to Approve the revisions to the Salary Schedule.

G. Ponikvar seconded the motion.

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

**Roll Call**

L. McPhatter-Harris    Aye  
G. Ponikvar              Aye  
H. Vega                   Aye  
S. Kulak                   Aye  
M. Hennessy              Aye

**D. Board Committees**

Pursuant to Article VII, section 23 of the ChartHouse Public School Bylaws, the board is required to set up board committees.

The five committees proposed with assignments are

- Financial - Heather
- Governance - Kenzie
- Fundraising - Sierra
- Recruitment/Enrollment/Retention - Lynnā
- Academic Excellence - Greg

S. Kulak made a motion to establish the board committees as assigned.

M. Hennessy seconded the motion.

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

**Roll Call**

H. Vega                   Aye

**Roll Call**

L. McPhatter-Harris Aye  
S. Kulak Aye  
M. Hennessy Aye  
G. Ponikvar Aye

**E. Nominating Policy for Non-Board Members to Serve on Committees**

S. Kulak made a motion to Approve the nominating policy for non-board members to serve on committees.

L. McPhatter-Harris seconded the motion.

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

**Roll Call**

L. McPhatter-Harris Aye  
H. Vega Aye  
M. Hennessy Aye  
G. Ponikvar Aye  
S. Kulak Aye

**VI. Reconvene to Open Session**

**A. Report out on Action Taken in Closed Session**

The board approved the employee action with Dr. Lynna McPhatter-Harris excusing herself from the vote.

**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 7:44 PM.

Respectfully Submitted,  
L. McPhatter-Harris

# Coversheet

## Financial Report

**Section:** VII. Finance  
**Item:** A. Financial Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** CoCoSpa FY2024-25 July DMU v4.pdf



# Contra Costa School of Performing Arts

## DMS Monthly Update Actuals through: July 31, 2024





## SUMMARY NARRATIVE

This report is intended to provide a financial update comparing the July Budget with actuals through July 31st. 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 8% of the year (1 month) completed, YTD expense results are 4% of the July Budget.

**IMPORTANT:** year-end closing activities and entries will potentially change these results.

Revenues through July 2024 were \$28k: 1% of the July Budget. It is important to keep in mind that state and federal revenues do not flow evenly throughout the year and for this reason YTD results are not a valuable measure of financial performance.

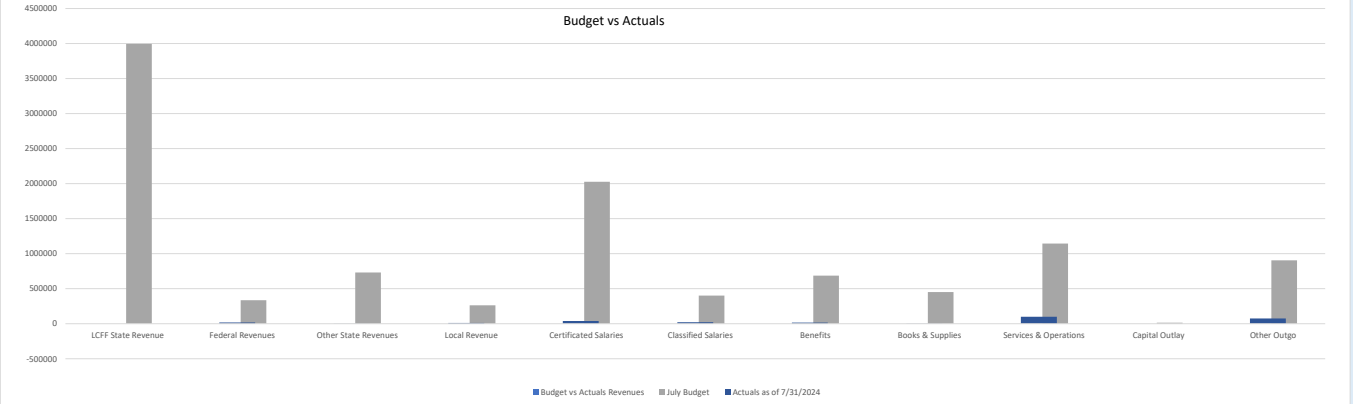
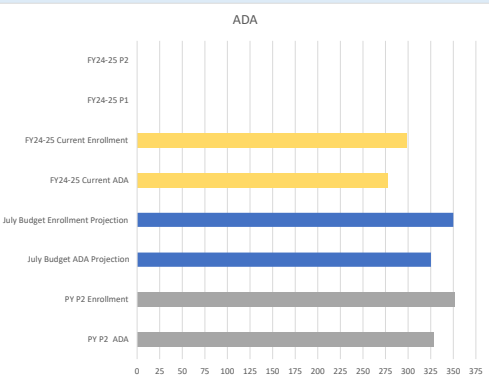
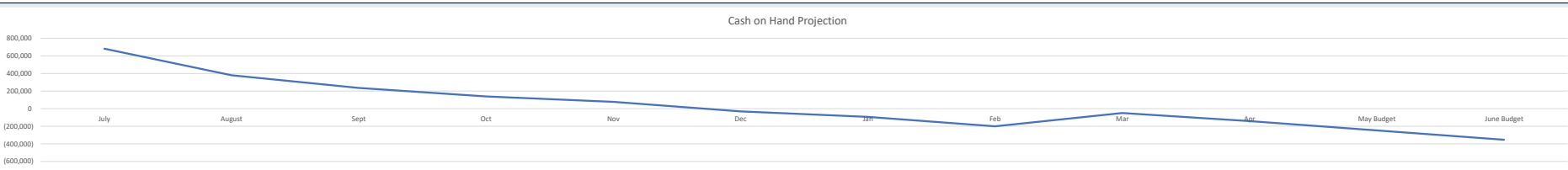
**IMPORTANT:** year-end closing activities and entries will potentially change these results.

Cash Flow - A ***preliminary cash flow for FY24-25*** projects the school **will not have sufficient funds to meet its financial obligations potentially beginning October 2024 and no cash on-hand by December 2024.** \*\* This projection excludes the loan anticipated to be received in July that as of the date this report was issued has no revised anticipated date of receipt. ***If the loan were to be funded in August 2024, the lowest projected Days Cash on Hand would be 1 day in FY24-25. The projection of 1 days cash on-hand is based upon receipt of the loan, the school currently projecting enrollment of 298, and expenditures staying within the budget.***

CoCoSPA needs to closely monitor and reduce expenditures where feasible going forward in order to meet its financial obligations. DMS and school management continue to work together to achieve this goal. DMS has implemented a weekly cash-flow monitoring tool internally to review viability of the projections so that real-time information may be relayed to management and the board should changes occur in between reporting cycles.

*\*Actuals are preliminary and subject to change as additional revenues and expenses are booked and reclasses initiated by*

### Contra Costa School of Performing Arts Financial Dashboard July 31, 2024



**Balance Sheet Totals as of July 31, 2024**

ASSETS			
Cash & Equivalents	Cash	679,445	
Total Cash & Equivalents		679,445	
Current Assets			
Total Current Assets	Current Assets	(390,815)	(390,815)
Fixed Assets			
Total Fixed Assets	Fixed Assets and Depreciation	21,121,215	21,121,215
<b>Total ASSETS</b>		<b>21,409,845</b>	
LIABILITIES			
Current Liabilities			
Total Current Liabilities	Current Liabilities	140,087	140,087
Long Term Liabilities			
Total Long Term Liabilities	Long Term Liabilities	22,800,057	22,800,057
<b>TOTAL LIABILITIES</b>		<b>22,940,144</b>	
<b>Net Assets</b>		<b>(1,530,299)</b>	
<b>Total Liabilities and Net Assets</b>		<b>21,409,845</b>	

Bond Ratios - Projected based on actuals through July 2024		Bond Ratios - Projected based on July Budget	
Enrollment (at least 400)	300	350	
Base Rent Coverage (at least 1.2)	-0.31	0.29	
Days Cash on Hand (at least 45 days)	-23	43	
Reserve % (4%)	0%	0.0%	



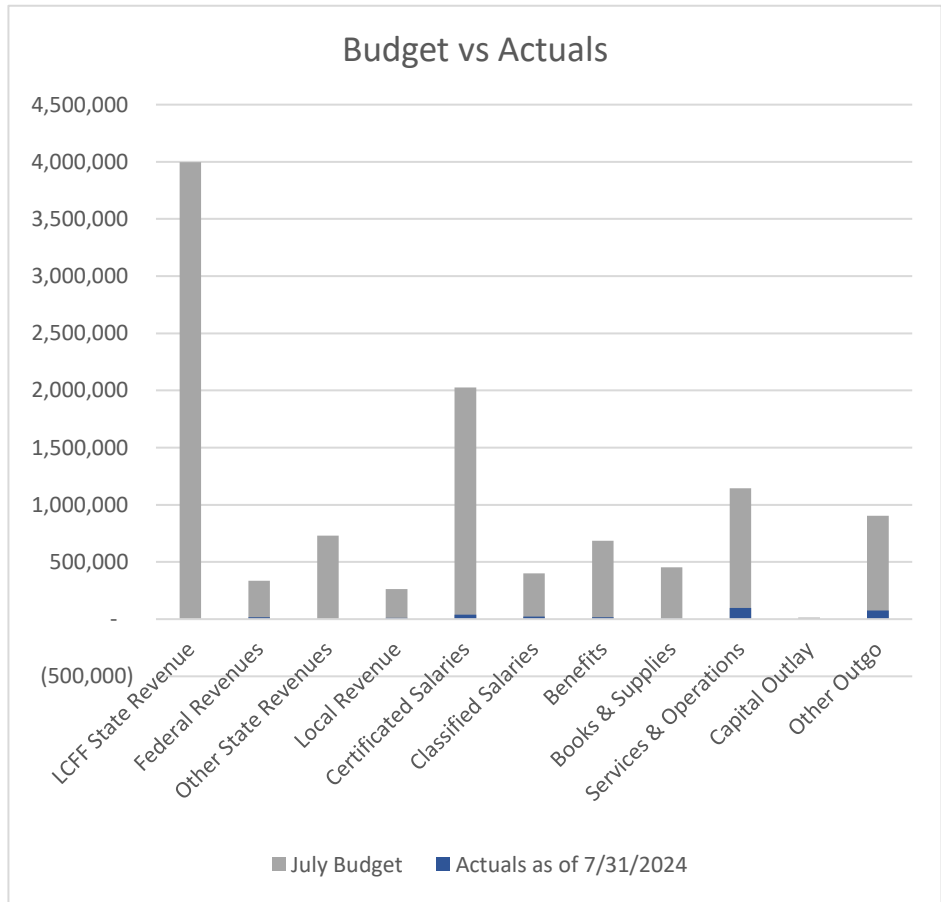


**Contra Costa School of Performing Arts**

**FY2024-25**

**Financial Update**

Budget vs Actuals	July Budget	Actuals as of 7/31/2024	% of Budget
<b>Revenues</b>			
LCFF State Revenue	3,996,019	-	0%
Federal Revenues	336,246	17,378	5%
Other State Revenues	731,112	(20)	0%
Local Revenue	263,435	11,405	4%
<b>TTL Revenues</b>	<b>5,326,812</b>	<b>28,763</b>	<b>1%</b>
<b>Expenditures</b>			
Certificated Salaries	2,025,791	38,967	2%
Classified Salaries	401,260	21,137	5%
Benefits	685,461	15,840	2%
Books & Supplies	452,736	469	0%
Services & Operations	1,144,862	99,029	9%
Capital Outlay	14,539	-	0%
Other Outgo	904,950	75,413	8%
<b>Total Expenditures</b>	<b>5,629,600</b>	<b>250,854</b>	<b>4%</b>
			<b>% of Year</b>
<b>Operating Income/(Loss)</b>	<b>(302,788)</b>	<b>(222,092)</b>	<b>8%</b>



**Contra Costa School of Performing Arts**  
**FY2024-25**  
**Financial Update**

Budget vs Actuals	Code	Description	July Budget	Actuals as of 7/31/2024	% of Budget
<b>Revenue</b>					
LCFF Revenue					
	8011	LCFF Current Year	2,218,328	-	0%
	8012	Education Protection Account State Aid Current Year	65,100	-	0%
	8019	Unrestricted Revenue Prior Year	-	-	0%
	8096	In-Lieu-Of Property Taxes	1,712,591	-	0%
Total LCFF Revenue			<b>3,996,019</b>	-	0%
Federal Revenue					
	8181	Special Education Entitlement	50,450	-	0%
	8220	Child Nutrition Programs	221,715	-	0%
	8290	All Other Federal Revenue	64,081	17,378	27%
Total Federal Revenue			<b>336,246</b>	<b>17,378</b>	5%
Other State Revenue					
	8311	Other State Apportionments Current Year	320,311	-	0%
	8520	Child Nutrition	130,026	-	0%
	8550	Mandated Cost Reimbursements	11,125	-	0%
	8560	State Lottery Revenue	84,588	(20)	0%
	8590	All Other State Revenue	185,062	-	0%
Total Other State Revenue			<b>731,112</b>	<b>(20)</b>	0%
Local Revenue					
	8660	Interest	20,000	1,685	8%
	8695	CTEIG - Local Revenue	21,435	-	0%
	8697	Fundraising (School Site)	100,000	-	0%
	8698	Other Revenue (Suspense)	-	396	0%
	8699	All Other Local Revenue	122,000	9,324	8%
Total Local Revenue			<b>263,435</b>	<b>11,405</b>	4%

**Contra Costa School of Performing Arts**  
**FY2024-25**  
**Financial Update**

Budget vs Actuals	Code	Description	July Budget	Actuals as of 7/31/2024	% of Budget
<b>Total Revenue</b>			<b>5,326,812</b>	<b>28,763</b>	<b>1%</b>
<b>Expenditures</b>					
Certificated Compensation					
	1100	Certificated Teachers' Salaries	1,609,365	7,141	0%
	1130	Substitute Teacher Salaries	35,000	-	0%
	1200	Certificated Pupil Support Salaries	111,814	9,318	8%
	1300	Certificated Supervisors' and Administrators' Salaries	269,612	22,508	8%
Total Certificated Compensation			<b>2,025,791</b>	<b>38,967</b>	<b>2%</b>
Classified Compensation					
	2100	Classified Instructional Salaries	158,646	-	0%
	2300	Classified Supervisors' and Administrators' Salaries	66,414	9,597	14%
	2400	Clerical, Technical, and Office Staff Salaries	165,350	11,540	7%
	2900	Other Classified Salaries	10,850	-	0%
Total Classified Compensation			<b>401,260</b>	<b>21,137</b>	<b>5%</b>
Employee Benefits					
	3101	State Teachers' Retirement System, certificated positions	386,926	7,904	2%
	3212	Voluntary Retirement	-	74	0%
	3301	OASDIMedicareAlternative, certificated positions	29,374	1,542	5%
	3302	OASDIMedicareAlternative, classified positions	30,696	-	0%
	3401	Medical Cert	159,936	1,666	1%
	3402	Medical Classified	29,988	3,833	13%
	3501	State Unemployment Insurance, certificated positions	10,129	-	0%
	3502	State Unemployment Insurance, classified positions	2,006	-	0%
	3601	Workers' Compensation Insurance, certificated positions	30,387	532	2%
	3602	Workers' Compensation Insurance, classified positions	6,019	289	5%
Total Employee Benefits			<b>685,461</b>	<b>15,840</b>	<b>2%</b>

**Contra Costa School of Performing Arts**  
**FY2024-25**  
**Financial Update**

Budget vs Actuals	Code	Description	July Budget	Actuals as of 7/31/2024	% of Budget
Books, Materials, & Supplies					
	4300	Materials and Supplies	14,523	(1,057)	0%
	4310	Materials and Supplies Software	7,690	-	0%
	4320	Educational Software	28,694	-	0%
	4390	Materials - Suspense	4,524	1,447	32%
	4400	Noncapitalized Equipment	43,636	-	0%
	4420	Non-Classroom Furn, Equip, & Supplies	1,929	79	4%
	4700	Student Food	351,741	-	0%
Total Books, Materials, & Supplies			<b>452,736</b>	<b>469</b>	0%
Outside Services & Other Operating Costs					
	5100	SpEd Contractors	12,126	-	0%
	5300	Dues and Memberships	36,460	7,530	21%
	5400	Insurance	67,221	2,541	4%
	5500	Operations and Housekeeping Services	82,052	14,552	18%
	5510	Utilities	200,000	-	0%
	5520	Water/Sewer/Waste	-	1,568	0%
	5535	Custodial, Janitorial, Gardening Services	81,120	2,736	3%
	5610	Facilities Rents and Leases	165,000	13,750	8%
	5615	Other Space Rental	3,834	-	0%
	5620	Equipment Leases	13,544	676	5%
	5630	Maintenance & Repairs	16,871	2,248	13%
	5800	Professional Services - Non-instructional	67,369	7,300	11%
	5810	Legal	30,000	2,180	7%
	5820	Audit & CPA	11,675	-	0%
	5825	Business Services	151,814	25,302	17%
	5836	Fundraising Expenses	-	50	0%
	5840	Advertising & Recruitment	10,000	12,125	121%
	5850	Oversight Fees	39,960	-	0%

**Contra Costa School of Performing Arts  
FY2024-25  
Financial Update**

Budget vs Actuals	Code	Description	July Budget	Actuals as of 7/31/2024	% of Budget
	5860	Other Service Fees	14,690	250	2%
	5880	Professional Services - Instructional	69,467	-	0%
	5881	Software	5,000	-	0%
	5887	Technology Services	56,937	4,952	9%
	5900	Communications	9,721	1,268	13%
Total Outside Services & Other Operating Costs			<b>1,144,862</b>	<b>99,029</b>	9%
Capital Expenditures					
	6900	Depreciation Expense	14,539	-	0%
Total Capital Expenditures			<b>14,539</b>	-	0%
Other Outgo					
	7438	Interest Expense - Long Term	904,950	75,413	8%
Total Other Outgo			<b>904,950</b>	<b>75,413</b>	8%
<b>Total Expenditures</b>			<b>5,629,600</b>	<b>250,854</b>	4%
<b>Operating Income/Loss</b>			<b>(302,788)</b>	<b>(222,092)</b>	<b>8%</b>

**Contra Costa School of Performing Arts  
FY2024-25  
Financial Update**

	Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May Budget	June Budget	Accruals	Projected Total
<b>Starting Cash</b>		<b>375,180</b>	<b>681,842</b>	<b>379,166</b>	<b>235,719</b>	<b>138,479</b>	<b>76,872</b>	<b>(30,505)</b>	<b>(93,880)</b>	<b>(200,462)</b>	<b>(49,164)</b>	<b>(141,397)</b>	<b>(247,476)</b>	<b>(353,555)</b>	
<b>Revenues</b>															
LCFF State Revenue	2,218,328	0	99,620	99,620	175,521	175,521	175,521	175,521	175,521	156,833	156,833	156,833	156,833	38,413	1,742,594
EPA	65,100	0	0	0	16,389	0	0	16,389	0	0	13,847	0	0	8,762	55,386
In-Lieu Property Taxes	1,712,591	0	0	204,206	102,103	102,103	102,103	102,103	102,103	242,588	121,294	121,294	121,294	304,260	1,625,452
Prior Year Corrections	0	0												0	0
Federal Revenues	336,246	17,378			16,020	68,041		16,020		136,083			0	71,957	325,499
Other State Revenues	731,112	(20)	6,407	65,565	65,565	65,565	65,565	65,565	54,767	54,767	54,767	54,767	54,767	42,730	650,778
Other Local Revenue	263,435	11,405	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	64,744	263,435
<b>Total Revenues</b>	<b>5,326,812</b>	<b>28,763</b>	<b>123,053</b>	<b>386,417</b>	<b>392,624</b>	<b>428,256</b>	<b>360,215</b>	<b>392,624</b>	<b>349,418</b>	<b>607,298</b>	<b>363,767</b>	<b>349,921</b>	<b>349,921</b>	<b>530,866</b>	<b>4,663,144</b>
<b>Expenditures</b>															
Certificated Salaries	2,025,791	38,967	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	129,849	2,025,791
Classified Salaries	401,260	21,137	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	12,301	401,260
Benefits	685,461	15,840	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	41,281	685,461
Books & Supplies	452,736	469	37,728	100,000	60,000	60,000	37,728	26,135	26,135	26,135	26,135	26,135	26,135	0	452,736
Services & Operations	1,144,862	99,029	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	(0)	1,144,862
Capital Outlay	14,539	0	0	0	0	0	0	0	0	0	0	0	14,539	0	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	0	904,951
<b>Total Expenditures</b>	<b>5,629,600</b>	<b>250,855</b>	<b>467,592</b>	<b>529,864</b>	<b>489,864</b>	<b>489,864</b>	<b>467,592</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>470,539</b>	<b>183,431</b>	<b>5,629,600</b>
<b>Net Revenues</b>	<b>(302,788)</b>														<b>(966,457)</b>
<b>Other Cash Inflows/Outflows</b>															
Accounts Receivable/Other Current Assets	0	638,003	41,864												679,867
Fixed Assets	0	0											14,539		14,539
Accounts Payable (net change)	0	(109,249)													(109,249)
Other Liabilities	0	0													0
<b>Net Inflows/Outflows</b>	<b>0</b>	<b>528,754</b>	<b>41,864</b>										<b>14,539</b>		<b>585,157</b>
<b>ENDING CASH BALANCE</b>		<b>681,842</b>	<b>379,166</b>	<b>235,719</b>	<b>138,479</b>	<b>76,872</b>	<b>(30,505)</b>	<b>(93,880)</b>	<b>(200,462)</b>	<b>(49,164)</b>	<b>(141,397)</b>	<b>(247,476)</b>	<b>(353,555)</b>		
<b>Days Cash on Hand</b>		<b>44</b>	<b>25</b>	<b>15</b>	<b>9</b>	<b>5</b>	<b>(2)</b>	<b>(6)</b>	<b>(13)</b>	<b>(3)</b>	<b>(9)</b>	<b>(16)</b>	<b>(23)</b>		



**Contra Costa School of Performing Arts  
2024-25 July Budget  
2024-25 Cash Flow**

Description	24-25 July Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Projected Total For Year
BEGINNING CASH		375,180	681,843	729,167	585,720	488,481	426,874	319,498	256,123	149,545	300,847	224,639	118,564		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,218,328	-	99,620	99,620	175,521	175,521	175,521	175,521	175,521	156,833	156,833	156,833	156,833	38,413	1,742,594
Education Protection Account	65,100	-	-	-	16,389	-	-	16,389	-	-	13,847	-	-	8,762	55,387
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,712,591	-	-	204,206	102,103	102,103	102,103	102,103	102,103	242,588	121,294	121,294	121,294	304,260	1,625,452
Federal Title Revenues	64,081	-	-	-	16,020	-	-	16,020	-	-	16,020	-	-	16,020	64,081
Other Federal Revenues	272,165	17,378	-	-	-	68,041	-	-	-	136,083	-	-	-	39,916	261,418
State Special Education	320,311	-	-	28,828	28,828	28,828	28,828	28,828	10,626	10,626	10,626	10,626	10,626	42,708	239,977
Other State Revenues	410,801	(20)	6,407	36,737	36,737	36,737	36,737	36,737	44,145	44,145	44,145	44,145	44,145	-	410,801
Local Revenues	263,435	11,405	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	17,026	64,744	263,435
<b>TOTAL REVENUES</b>	<b>5,326,812</b>	<b>28,763</b>	<b>123,053</b>	<b>386,418</b>	<b>392,625</b>	<b>428,257</b>	<b>360,216</b>	<b>392,625</b>	<b>349,422</b>	<b>607,301</b>	<b>379,792</b>	<b>349,925</b>	<b>349,925</b>	<b>514,824</b>	<b>4,663,144</b>
EXPENDITURES															
Certificated Salaries	2,025,791	38,967	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	168,816	129,849	2,025,791
Classified Salaries	401,260	21,137	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	12,301	401,260
Benefits	685,461	15,840	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	57,122	41,281	685,461
Books & Supplies	452,736	469	37,728	100,000	60,000	37,728	26,135	26,135	26,135	26,135	26,135	26,135	26,135	-	452,736
Services & Operations	1,144,862	99,029	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	95,076	-	1,144,862
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
<b>TOTAL EXPENSES</b>	<b>5,629,600</b>	<b>250,854</b>	<b>467,592</b>	<b>529,864</b>	<b>489,864</b>	<b>489,864</b>	<b>467,592</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>456,000</b>	<b>470,539</b>	<b>183,431</b>	<b>5,629,600</b>
	(302,788)														(966,455)
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		638,003	41,864	-	-	-	-	-	-	-	-	-	-	-	679,867
Net Change in Payables		(109,249)	-	-	-	-	-	-	-	-	-	-	-	-	(109,249)
Fixed Asset Acquisitions		-	350,000	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	350,000
<b>NET INFLOWS/OUTFLOWS</b>		<b>528,754</b>	<b>391,864</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,539</b>		
<b>ENDING CASH BALANCE</b>		<b>681,843</b>	<b>729,167</b>	<b>585,720</b>	<b>488,481</b>	<b>426,874</b>	<b>319,498</b>	<b>256,123</b>	<b>149,545</b>	<b>300,847</b>	<b>224,639</b>	<b>118,564</b>	<b>12,489</b>		
<b>Days Cash On Hand</b>		<b>44</b>	<b>47</b>	<b>38</b>	<b>32</b>	<b>28</b>	<b>21</b>	<b>17</b>	<b>10</b>	<b>20</b>	<b>15</b>	<b>8</b>	<b>1</b>		

**Contra Costa School of Performing Arts  
2024-25 July Budget  
2025-26 Cash Flow**

Description	2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		12,489	413,940	85,369	(180,197)	(116,168)	(231,787)	(690,756)	(755,809)	(879,785)	(937,792)	(779,510)	(856,564)		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,475,571	-	87,130	87,130	156,833	156,833	156,833	156,833	156,833	222,801	222,801	222,801	222,801	625,939	2,475,571
Education Protection Account	69,750	-	-	-	13,847	-	-	13,847	-	-	14,836	-	-	27,220	69,750
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,834,918	-	-	110,618	221,236	147,491	147,491	147,491	147,491	147,491	256,889	128,444	128,444	251,834	1,834,918
Federal Title Revenues	368,224	-	-	-	92,056	-	-	-	-	-	92,056	-	-	184,112	368,224
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	793,215	-	-	71,389	71,389	71,389	71,389	71,389	26,314	26,314	26,314	26,314	26,314	304,701	793,215
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	241,435	10,453	15,604	15,604	15,604	15,604	15,604	15,604	15,604	15,604	15,604	15,604	15,604	59,337	241,435
<b>TOTAL REVENUES</b>	<b>5,783,113</b>	<b>10,453</b>	<b>102,734</b>	<b>284,741</b>	<b>570,966</b>	<b>391,318</b>	<b>391,318</b>	<b>405,164</b>	<b>346,242</b>	<b>412,210</b>	<b>628,500</b>	<b>393,163</b>	<b>393,163</b>	<b>1,453,143</b>	<b>5,783,113</b>
EXPENDITURES															
Certificated Salaries	2,092,421	40,248	174,368	174,368	174,368	174,368	174,368	174,368	174,368	174,368	174,368	174,368	174,368	134,120	2,092,421
Classified Salaries	409,285	21,560	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	12,547	409,285
Benefits	731,017	16,893	60,918	60,918	60,918	60,918	60,918	60,918	60,918	60,918	60,918	60,918	60,918	44,025	731,017
Books & Supplies	490,896	508	40,908	108,429	65,057	40,908	28,338	28,338	28,338	28,338	28,338	28,338	28,338	-	490,896
Services & Operations	1,181,330	102,183	98,104	98,104	98,104	98,104	98,104	98,104	98,104	98,104	98,104	98,104	98,104	-	1,181,330
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	892,575	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	-	892,575
<b>TOTAL EXPENSES</b>	<b>5,812,063</b>	<b>255,774</b>	<b>482,787</b>	<b>550,308</b>	<b>506,936</b>	<b>506,936</b>	<b>482,787</b>	<b>470,217</b>	<b>470,217</b>	<b>470,217</b>	<b>470,217</b>	<b>470,217</b>	<b>484,756</b>	<b>190,692</b>	<b>5,812,063</b>
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		463,341	51,482	-	-	-	-	-	-	-	-	-	-	-	514,824
Net Change in Payables		183,431	-	-	-	-	-	-	-	-	-	-	-	-	183,431
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	(367,500)	-	-	-	-	-	-	-	(367,500)
<b>NET INFLOWS/OUTFLOWS</b>		<b>646,773</b>	<b>51,482</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(367,500)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ENDING CASH BALANCE</b>		<b>413,940</b>	<b>85,369</b>	<b>(180,197)</b>	<b>(116,168)</b>	<b>(231,787)</b>	<b>(690,756)</b>	<b>(755,809)</b>	<b>(879,785)</b>	<b>(937,792)</b>	<b>(779,510)</b>	<b>(856,564)</b>	<b>(948,157)</b>		
Days Cash On Hand		27	6	(12)	(8)	(15)	(45)	(49)	(57)	(61)	(51)	(56)	(62)		



# Coversheet

## Contract Updates

**Section:** VII. Finance  
**Item:** B. Contract Updates  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Elevate K-12\_Proposal\_Tier 1\_FY25\_Contra Costa School of Performing Arts.pdf

Deliver Remarkable LIVE Teaching to ANY Classroom.



# ELEVATE K-12

PROPOSAL FOR PARTNERSHIP WITH

## Contra Costa School of Performing Arts

**SCHOOL YEAR: 2024-2025**

**TYPE OF CLASS: FULL SCHOOL YEAR**

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### PRICING PROPOSAL

**August 5, 2024**

**Prepared by: Liz Winnen**  
Strategic Partnerships  
Manager

*Elevate K-12*

**Prepared for: Catherine Foster**  
Executive Director

*Contra Costa School of Performing Arts*



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## ELEVATE K-12 – LIVE TEACHING Class Details

LIVE Teaching	Contra Costa School of Performing Arts	
<b>Live Teacher : Students Per Class</b>	1:30 (max)	
<b>Paraprofessional</b>	Provided by school; trained and managed by Elevate K-12	
<b>24-25 ACADEMIC YEAR</b>	August 8, 2024 – June 5, 2025	
<b>WEEKLY FORMAT OF CLASSES</b>	4 days per week, 45-60 minutes per day, 4 periods	
<b>CONTENT AREAS AND GRADE LEVELS</b>	<b>STANDARD</b> Classes:	
	<b>Grade</b>	<b>Content</b>
	9-12	Biology
	<b>PREMIUM</b> Classes:	
	<b>Grade</b>	<b>Content</b>
9-12	Chemistry	
<b>SPECIAL ED</b> Classes:		
<b>Grade</b>	<b>Content</b>	



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## ELEVATE K-12 - SCOPE OF SERVICES

Elevate K-12 Provides	Details of services, on-call staff and equipment
<b>SERVICES PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching – US certified Teacher of Record</li> <li>• Full-service LIVE class delivery management                             <ul style="list-style-type: none"> <li>- School level classroom set up and implementation</li> <li>- Day to day management of live online teaching classes</li> <li>- Quality control of all live classes by our academic experts</li> <li>- Training and management of para-professional</li> <li>- All support for grading, pacing, school meetings and more</li> </ul> </li> <li>• State aligned lessons written by our curriculum experts</li> <li>• 24x7 live customer service and support for para-professional</li> </ul>
<b>STAFF PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record</li> <li>• One Elevate K-12 Operations Manager dedicated per school for continuous onboarding, implementation, and support</li> <li>• Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school</li> </ul>
<b>EQUIPMENT PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• Hi-end speakers</li> <li>• Powerful classroom microphone</li> <li>• Hi-end Camera (For full classroom view for our live teacher)</li> </ul>

## DISTRICT/SCHOOL PROVIDES

DISTRICT/SCHOOL Provides	Details of info we need from school
<b>STAFF PROVIDED BY CUSTOMER/SCHOOL</b>	<ul style="list-style-type: none"> <li>• 1 Classroom Coach (e.g. paraprofessional) for each class period</li> <li>• 1 Point of Contact at the School Level</li> </ul>
<b>EQUIPMENT and INFO PROVIDED BY CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Classroom space</li> <li>• LCD Screen or Projector and Screen</li> <li>• Adequate internet access and bandwidth</li> <li>• One laptop per student (<i>except for K-5 enrichment</i>)</li> <li>• Class rosters and bell schedule</li> </ul>



Deliver Remarkable LIVE Teaching to ANY Classroom.

## LIVE CLASS PERIODS BREAKDOWN FOR PRICING

### Contra Costa School of Performing Arts:

# of Periods (A)	Type of Class	Grade	Name of Subject	Period Length	Days Per Week (d/w)	Term	Price/Period (B)	Total Price (A x B)
2 Periods	PREMIUM	9-12	Chemistry	45-60	4	Full Year	\$15,160	\$30,320
1	Planning Period			60 min	1	Full Year	\$1,800	\$1,800
2 Periods	STANDARD	9-12	Biology	45-60	4	Full Year	\$13,180	\$26,360
1	Planning Period			60 min	1	Full Year	\$1,800	\$1,800
LIVE TEACHING BUDGET								\$60,280



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**TOTAL DISTRICT BUDGET:**

#	Contra Costa School of Performing Arts	Budget per School
1	LIVE TEACHING Budget: Southfield HS for the Arts and Technology	\$60,280
<b>TOTAL DISTRICT BUDGET (MINIMUM)</b>		<b>\$60,280</b>

<b>TOTAL BUDGET AMOUNT</b>	Minimum <b>\$60,280</b>	<i>Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for.</i>
	Maximum <b>\$60,280</b>	<i>Maximum budget for Elevate K-12. District can add classes as vacancies occur without going through new contract. More like “use/pay as you need” format.</i>

**Deliver Remarkable LIVE Teaching to ANY Classroom.**

## **PAYMENT TERMS**

Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the Academic Year.

Customer agrees to the following payment terms, as reflected by selecting one option below:

- Full invoice for the balance for current Academic Year prepared and sent in conjunction with the signing of Agreement.
- Other options available as per MSA

## **CONTACT**

For any questions, please contact your [Strategic Partnerships Manager, Liz Winnen](#)

Email: [liz.winnen@elevatek12.com](mailto:liz.winnen@elevatek12.com)

Cell: 312-437-0447



**We look forward to  
bringing remarkable LIVE  
teaching to your schools!**

## Deliver Remarkable LIVE Teaching to ANY Classroom.

### LIVE TEACHING SERVICE DETAILS

Congratulations! **Contra Costa School of Performing Arts** is on their way to invest in remarkable LIVE teaching for your students. We are thrilled with the opportunity to partner with true visionaries like you. Elevate K-12 is a unique and powerful live class that is changing the way schools and classrooms transform their teaching models to solve the teacher shortages and bring the best live teaching to their students. We manage the full delivery of the live teaching classes from the start and setting up the live classes in each school. Additionally, we manage the day-to-day live class delivery and on-demand live class support.

***Elevate K-12 is the largest network of LIVE teachers, and we work with thousands of schools and districts in the US to bring the concept of LIVE teaching as the most effective and scalable way to solve all your teacher shortage problems.***

Many of our districts that have a full adoption of Elevate K-12 have no vacancies and all their classes with shortages have been replaced with LIVE teaching with us! You are on your way to transforming your schools too.

#### What does an ELEVATE K-12 LIVE CLASS include?

#### LIVE TEACHING CLASS STRUCTURE

- Each Elevate K-12 LIVE class period has a dedicated US certified, trained, and high-quality teacher
- Our LIVE teacher streams into your school's classroom, where all students are in the same classroom and collaborating and working together
- Each LIVE classroom period will maintain the same LIVE teacher for the entire duration of the semester or full year unless a change is requested or if our teacher leaves (which is rare)
- If the Elevate LIVE teacher takes a leave for a day, then we will make sure that a substitute is assigned for that class. The school doesn't have to worry about subs!
- All our LIVE teachers use content, lesson plans and tools that are aligned to your state curriculum.

#### LIVE ONLINE INSTRUCTION DELIVERY

- Elevate K-12's LIVE teaching will be delivered using Elevate's proprietary LIVE stream technology that was built for K-12.
- Each instructor undergoes rigorous training in the content area and specifically on effective live online instruction.
- The LIVE teacher will meet the certification requirements as stated by the school. Instructors will either be certified in the state, eligible for certification in the state, or certified in another state.



## Deliver Remarkable LIVE Teaching to ANY Classroom.

### QUALITY, CUSTOMER SUPPORT AND PROJECT MANAGEMENT

- Elevate K-12 will assign one dedicated Operations Manager (OM) for the School District Program held at designated School(s).
- District/School will assign one Classroom Manager (CM) to each classroom.
- Each of our LIVE teachers have a dedicated Academic Coach, Rater and Instruction Quality Coordinators who manage, rate and coach our LIVE teachers so that they and we provide the highest quality teaching to your students
- Each school must dedicate one school point of contact for the Elevate K-12 team
- Elevate K-12 will also share periodic reports and information on student progress and will do periodic check ins with the school to assess quality of class and school level satisfaction with our classes
- We also have a dedicated LIVE customer support line for your paraprofessionals so that they can get instant support during and after our LIVE class.

### EQUIPMENT

- **Elevate K-12 will provide:** speakers, camera, microphone(s), headsets (optional)
- **School will provide:** large LCD screen, wifi in class, student laptops

### ASSESSMENTS, GRADES AND PROGRESS MONITORING

- We use a tool called “OTUS” or a publisher assessment tool to regularly assess the student performance
- The schools will be able to track student progress through our system
- Our teacher will provide the grades and your paraprofessional can download those and upload it into your school’s system
- Parents can talk to our LIVE teacher during your regular parent–teacher days. We need to know of those in advance and we will integrate with your schedule

### PROGRAM INFORMATION AND IMPLEMENTATION

- Generally, it takes 2 weeks total for planning and implementation. Elevate K-12 will need 2 weeks for class and technology set up.
- We would like to complete all installations and preassessments as soon as possible. The school must provide all information about the program including:
  - Desired start date
  - Number of sessions or program dates/length
  - Number of students
  - Instructional ratio
  - Content areas
  - Grade levels
  - Technology set-up at the school (schools without student laptops/desktops cannot use Tier 1)
  - Any hiring special needs, like certification or fingerprinting

# Coversheet

## Loan Agreement

**Section:** VII. Finance  
**Item:** C. Loan Agreement  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

Taxable Note (v3) (SJK REDLINE) (4854-1791-8936.v1).docx

Guaranty Agreement of Company (v2) (SJK REDLINE) (4854-4092-1816.v1).docx

Intercreditor Agreement (v3) (4855-4971-1576.v1).docx

[Draft – 08-06-2024]

**2730 MITCHELL DRIVE, LLC**

**Taxable Revenue Note, Series 2024-A  
(Working Capital)**

No. N-1

Dated date of this Note: August [REDACTED], 2024

Interest Rate: 5.00%

Maturity Date: December 15, 2025

**2730 MITCHELL DRIVE, LLC**, a California limited liability company (the “Borrower”, which term includes any successor corporation to the Borrower), for value received, hereby promises to pay to the order of

**[ROSEMAWR ENTITY]**

or registered assigns (the “Lender”),

**THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS**

in full on the Maturity Date set forth above and to pay interest thereon from the dated date of this Note, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable. This Note shall bear interest at the interest rate set forth above, provided that, during the occurrence and continuance of an Event of Default hereunder, as hereinafter defined, this Note shall bear interest at the Default Rate, as hereinafter defined. Interest shall be computed on the basis of a 360-day year consisting of twelve consecutive 30-day months. Interest on this Note shall be payable on the Maturity Date of this Note.

Advances of principal under this Note shall be made by UMB Bank, N.A., in its capacity as trustee (the “Trustee”, which term includes any successor trustee under the Indenture hereinafter described) under that certain Indenture of Trust dated as of September 1, 2020 (the “Indenture”) between California School Finance Authority, a public instrumentality of the State of California (the “Authority”), and the Trustee, when approved in writing by the Lender, as further described under the heading “Series 2024-A Advances” in this Note. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Indenture.

Pursuant to the Indenture, the Authority issued its Series 2018 Bonds and loaned the proceeds thereof to the Borrower pursuant to that certain Loan Agreement dated as of September 1, 2020 (the “Loan Agreement”) between the Authority and the Borrower. The Borrower used the proceeds of the loan from the Authority to finance improvements to certain charter school

facilities, as further described in the Loan Agreement (the “Series 2020 Facilities”). The Borrower simultaneously leased the Series 2020 Facilities to the Charthouse Public Schools, a California nonprofit public benefit corporation (the “Company” or the “Guarantor”), pursuant to that certain Lease Agreement dated as of September 1, 2020 (the “Lease”) between the Borrower, as lessor, and the Company, as lessee. Under the Indenture, the Authority assigned all of its rights in and to the Loan Agreement and the Lease to the Trustee for the benefit of the Holders of the Series 2020 Bonds, except the Authority’s Unassigned Rights. Additionally, in the Indenture and Loan Agreement, the Borrower assigned all of its rights in and to the Loan Agreement and the Lease Agreement to the Trustee for the benefit of the Holders of the Series 2020 Bonds, except the Borrower’s Unassigned Rights

The Trustee (acting at the direction of the Bondholder Representative), the Borrower, the Company and the Lender have entered into that certain Intercreditor Agreement dated as of August 1, 2024 (the “Intercreditor Agreement”) providing for the application of payments under this Note and approving the application of the Trust Estate secured by the Indenture on a parity with the Borrower’s obligations to the Trustee under the Loan Agreement and the Indenture, including specifically parity rights to any proceeds of the sale of the Mortgaged Property pursuant to the Mortgage and a parity right to any proceeds collected pursuant to the Guaranty (as hereinafter defined). The Borrower’s obligations under this Note are also payable on parity with the Borrower’s obligations to make payments under the Lease.

In addition, in consideration of the Borrower making available certain proceeds of this Note to the Company, the Borrower has caused the Company to execute and deliver a Guaranty Agreement dated as of August 1, 2024 (the “Guaranty”) to the Trustee whereby the Company guarantees, in full, the Borrower’s obligations under this Note. The proceeds of any payments under the Guaranty will be disbursed pursuant to the Intercreditor Agreement.

#### Defined Terms Used Herein:

“Business Day” means any day other than a Saturday or Sunday or a day on which the Federal Reserve System is closed or the Trustee is required or authorized to close.

“Default Rate” means eight percent (8.00%).

“Guaranty” means that certain Guaranty Agreement dated as of August 1, 2024 from the Guarantor to the Trustee guaranteeing the Borrower’s obligations under this Note.

“Noteholder Representative” means Rosemawr Management, LLC, New York, New York.

“Series 2024-A Advance” means one or more requests for disbursement of the principal amount of this Note, which shall not exceed, in the aggregate, Three Hundred Fifty Thousand Dollars (\$350,000.00).

#### The Series 2024-A Note

This Note is a duly authorized obligation of the Borrower designated “Taxable Revenue Bonds, Series 2024-A (Working Capital)” and issued under and pursuant to a [resolution of the Board of Directors] of the Borrower (the “Note Resolution”) duly adopted by its board of directors of the Borrower at a meeting held on [\_\_\_\_\_], 2024, in which the Borrower duly authorized the issuance, execution and delivery of this Note and the Intercreditor Agreement.

This Note is being issued to provide financing for the benefit of Borrower to fund the obligations set forth in *Exhibit A* hereto. The Borrower agrees to only request Series 2024-A Advances for the purposes set forth in *Exhibit A*.

This Note shall be subject to optional redemption by the Borrower, at the written direction of the Borrower, in whole or in part, on any Business Day, at the redemption price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the date fixed for redemption, provided that the Borrower provides fourteen calendar days’ notice thereof to the Lender.

Any amount not timely paid on the Maturity Date shall accrue interest from the Maturity Date at the Default Rate (as hereinafter defined).

Payment of debt service on this Note shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Note is an obligation of the Borrower payable out of the receipts, revenues and rights of the Borrower pledged by the Borrower in the Loan Agreement to the same extent, and with the same security, as payments by the Borrower under the Loan Agreement.

#### Series 2024-A Advances

So long as no Event of Default exists under this Note, the Borrower is hereby authorized to request Series 2024-A Advances for the purposes set forth in *Exhibit A* hereto. The Borrower shall request each advance using a Series 2024-A Request in substantially the form provided in *Exhibit B* hereto. The Trustee shall complete an entry on *Schedule A* to this Note, countersigned by the manual signature of the Trustee, upon written approval of a Series 2024-A Request by the Lender, and shall notify the Borrower of the amount of each Series 2024-A Advance that is approved by the Lender. The Lender shall be under no obligation to approve any Series 2024-A Advance, and the Trustee shall be under no obligation to make a Series 2024-A Advance without the written approval of the Lender. The Lender shall have the right to terminate the Borrower’s right to further Series 2024-A Advances at any time by written notice to the Trustee and the Borrower. The Lender shall give notice written of such termination to the Borrower by overnight delivery service at the address set forth in *Exhibit C* with an email copy to the Trustee.

#### The Noteholder Representative

Notwithstanding any provision hereof to the contrary, the Borrower agrees that the Noteholder Representative shall for all purposes herein be authorized to act on behalf of the Lender in the administration of this Note and all of the terms, requirements and covenants herein

contained. In the case of any provision of this Note providing for the consent or approval of the Lender, the Borrower hereby acknowledges and agrees that the granting, approval, rejection or withholding of any requested consent, waiver or authorization to take or refrain from taking any action contemplated or required hereunder may be withheld or granted in the Noteholder Representative's sole and absolute discretion on behalf of the Lender.

### Events of Default

Any of the following shall constitute an Event of Default under this Note:

(a) Failure by the Borrower to pay the principal and interest required to be paid under this Note when due;

(b) Failure to observe or perform any other covenant, agreement, contract or other requirement under this Note (except as provided in *paragraph (a)* above relating to payments) or the Intercreditor Agreement and such default shall continue for a period of ten (10) Business Days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by the Lender or the Noteholder Representative;

(c) The dissolution or liquidation of the Borrower, or failure by the Borrower to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the School or to make any payments under this Loan Agreement. The phrase "dissolution or liquidation of the Borrower," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another domestic corporation or a dissolution or liquidation of the Borrower following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 8.03 of the Loan Agreement;

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days;

(e) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower

generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing;

(f) The occurrence of an Event of Default under the Indenture, the Loan Agreement, the Lease, the Deed of Trust or the Guaranty;

(g) Any representation or warranty made by the Borrower herein or made by the Borrower in any statement or certificate furnished by the Borrower either required hereby or in connection with the execution and delivery of this Note or a request for a Series 2024-A Advance shall prove to have been untrue in any material respect as of the date of the issuance or making thereof;

(h) Judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or other governmental body against the Borrower, and the Borrower does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles;

(i) A writ or warrant of attachment or any similar process shall be issued by any court against the Facilities, and such writ or warrant of attachment or any similar process is not released or bonded within 60 days after its entry;

(j) The termination of the Charter School Petition either by its terms or for any other reason after exhaustion of any administrative and/or judicial appeals;

(k) The termination of the Borrower's certificate of occupancy for the Facility;  
or

(l) The occurrence of an Event of Default under any document relating to other indebtedness of the Borrower (not including this Note) with a principal amount of in excess of \$35,000.00.

If an Event of Default shall occur, the entire principal of this Note may be declared immediately due and payable by the Lender by written notice to the Borrower at the address set forth in **Section 12.01** of the Lease, with a copy to the Trustee. The holder of this Note shall have no right to institute any action to collect amounts due hereunder, or to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Intercreditor Agreement.

This Note is transferable using the form of assignment attached hereto.

No covenant or agreement contained in this Note shall be deemed to be a personal covenant or agreement of any officer, agent or employee of the Borrower, and neither any member of the governing body of the Borrower nor any officer executing this Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance of this Note.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution, delivery and issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

The Borrower hereby certifies, represents and warrants to the holder hereof that this Note is the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. THE BORROWER CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE LENDER, NOTEHOLDER REPRESENTATIVE OR TRUSTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY.

In the event any provision of this Note shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; the provisions of this Note being severable.

This Note shall be governed by the laws of the State of California.

*[Balance of page intentionally left blank.]*



IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed under its corporate seal effective the date first written above.

**2730 MITCHELL DRIVE, LLC**, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Chairperson of the Board of Directors

[S E A L]

Attest:

\_\_\_\_\_  
Secretary

### Assignment

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) this Note to [Please insert name and taxpayer identification number] and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ as attorney to transfer this Note on the books of the within named Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within note in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

\*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

**SCHEDULE A**

to

Taxable Revenue Note, Series 2024-A  
(Working Capital)

**Schedule of Advances**

The Trustee hereby certifies that the following constitutes a true and correct schedule of Series 2024-A Advances evidenced by this Note

<u>Advance Number</u>	<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Manual Signature of Authorized Officer of the Trustee</u>

<u>Advance Number</u>	<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Manual Signature of Authorized Officer of the Trustee</u>

**EXHIBIT A**

**Uses of Note Proceeds**

<b>Use</b>	<b>Amount</b>
Pay Trustee fees and expenses	\$ 4,780.18
Costs of Issuance of the note	\$ 5,219.82
Pay to the Company to be used to engage Mariposa Consulting Group as required by the Guaranty	\$ 40,000.00
Interest expenses of the Borrower	\$ 300,000.00

**EXHIBIT B**

**Form of Request for Series 2024-A Advance**

To: UMB Bank, N.A. and Rosemawr Management, LLC  
Re: Up to \$350,000 Taxable Revenue Note, Series 2024-A (Working Capital), issued by 2730 Mitchell Drive, LLC (the "Note")

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Note.

**Request for Payment by the Borrower**

The Borrower hereby requests payment of a Series 2024-A Advance in the amount of:

\$ \_\_\_\_\_

To:

Name of payee: \_\_\_\_\_  
Address of payee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such payment will be made for the following purpose(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Describe purpose in reasonable detail.)

Invoices supporting such payments are attached hereto (except for invoices for working capital, in which case the Borrower shall provide such reasonable detail as the Trustee or Lender shall determine).

*[Balance of page intentionally left blank.]*

The Borrower hereby certifies that: (a) such payment is for a purpose authorized in the Note, and (b) no Event of Default exists under the Note.

Dated: \_\_\_\_\_

**2730 MITCHELL DRIVE, LLC**

By: \_\_\_\_\_  
Authorized Borrower Representative

Approved by:

**[ROSEMAWR]**

By: \_\_\_\_\_  
Authorized Representative

## EXHIBIT C

### Notices

If to the Borrower:

2730 Mitchell Drive, LLC  
2730 Mitchell Drive  
Walnut Creek, California 94598

If to the Lender:

[ ]  
c/o Rosemawr Management, LLC  
1674 Meridian Avenue  
Suite 420  
Miami Beach, FL 33139  
Attn: Seth Klempner

If to the Noteholder Representative:

Rosemawr Management, LLC  
1674 Meridian Avenue  
Suite 420  
Miami Beach, FL 33139  
Attn: Seth Klempner

If to the Trustee:

UMB Bank, N.A.  
120 South Sixth Street  
Suite 1400  
Minneapolis, Minnesota 55402  
Attn: Claire Alber  
Assistant Vice President

4854-1791-8936, v. 1



[Draft – 08-06-2024]

**GUARANTY AGREEMENT**

This **GUARANTY AGREEMENT** (the “Guaranty”), made as of August 1, 2024, by and between **CHARTHOUSE PUBLIC SCHOOLS**, a California nonprofit public benefit corporation (the “Guarantor”), and [\_\_\_\_\_], a [\_\_\_\_\_], (the “Lender”):

Recitals

WHEREAS, California School Finance Authority (the “Authority”) has heretofore issued its Charter School Revenue Bonds (Contra Costa School of Performing Arts Project) Series 2020, in two series in the aggregate principal amount of \$16,350,000 (the “Series 2020 Bonds”), under and pursuant to an Indenture of Trust dated as of September 1, 2020 (the “Indenture”), between the Authority and UMB Bank, N.A., as trustee (the “Trustee”), and loaned the proceeds thereof to Guarantor to finance certain charter school facilities in the State of California (the “Series 2020 Facilities”). The Guarantor then leased the Series 2020 Facilities from 2730 Mitchell Drive, LLC, a California limited liability company (the “Borrower”), pursuant to that certain Lease Agreement dated as of September 1, 2020 between the Guarantor and the Borrower. Capitalized terms used without definition herein shall have the meaning ascribed in the Indenture. The Guarantor is referred to as the “Company” in the Indenture and related documents.

WHEREAS, the Borrower has requested that [\_\_\_\_\_] (the “Lender”) loan it [\$\_\_\_\_\_] pursuant to a Taxable Revenue Note, Series 2024-A (School Working Capital) dated June [\_\_\_], 2024 (the “Note”) from the Borrower to the Lender. The Borrower will make available a portion of the proceeds of the Note to the Guarantor, and in consideration therefor, the Borrower’s obligations under the Note are secured by this Guaranty. To govern the relative priorities of payments under the Lease and this Guaranty with respect to the Series 2020 Bonds and the Note, the Trustee, the Lender, the Guarantor and the Borrower have entered into that certain Intercreditor Agreement dated as of August 1, 2024 (the “Intercreditor Agreement”).

NOW, THEREFORE, in consideration of (i) the foregoing, (ii) as an inducement to the Lender to make the loan evidenced by the Note, (iii) the provision of a portion of the proceeds of the Note to the Guarantor and (iv) as an inducement to the Trustee to enter into the Intercreditor Agreement, the Guarantor agrees as follows:

**Section 1. Guaranteed Obligations.** The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to the Lender, or any subsequent holder of the Note, the full and prompt payment and performance of (a) the principal of and redemption premium, if any, on the Note when and as the same shall become due (whether at maturity, by acceleration, call for redemption or otherwise); (b) the interest on the Note when and as the same shall become due; (c) all other amounts due or to become due from the Guarantor under the Intercreditor Agreement. The guaranteed obligations described in this **Section 1** are hereinafter collectively referred to as the “Guaranteed Obligations”.

**Section 2. Continuing Obligations.** This Guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect until the Guaranteed Obligations have been satisfied in full and the entire principal of, redemption premium, if any, and interest on the Note shall have been paid or provided for according to the terms of the Note and all amounts due and owing the Lender shall be fully paid, at which time this Guaranty shall automatically terminate and be of no further force and effect. The Guarantor acknowledges and agrees, however, that its obligations hereunder shall apply to and continue with respect to any amount paid to the Lender with respect to the Guaranteed Obligations which is subsequently recovered from the Lender or the owners or beneficial owners of the Note for any reason whatsoever (including, without limitation, as a result of a bankruptcy, insolvency or fraudulent conveyance proceeding but excluding any amounts so recovered due to any willful misconduct, bad faith or gross negligence on the part of the Lender) notwithstanding the fact that the Note may have been previously paid or performed in full or this Guaranty returned, or both.

**Section 3. Guaranty of Payment and Performance.** This is a guaranty of payment and performance and not of collection, and the Guarantor expressly waives any right to require that any action be brought against the Guarantor or any other person or to require that resort be had to any security. If there shall occur an Event of Default (as defined in the Note) by the Guarantor under the Note with respect to the payment of the Guaranteed Obligations when and as the same become due, and such Event of Default (as defined in the Note) shall be continuing, the Guarantor, upon written demand by the Lender as provided herein, without notice other than such demand and without the necessity of further action by the Lender, its successors or assigns, shall promptly and fully pay such defaulted payment. In case of any Event of Default hereunder, the Guarantor shall pay all costs and expenses, including attorneys' fees and expenses, paid or incurred by the Lender in connection with the enforcement of the Guaranteed Obligations or the obligations of the Guarantor under this Guaranty. All payments by the Guarantor shall be paid in lawful money of the United States of America in immediately available funds. Each default in payment of the principal of or interest on the Note shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

**Section 4. Obligations Unconditional.** The obligations of the Guarantor hereunder shall be absolute and unconditional and shall not be impaired, modified, released or limited by any occurrence or condition whatsoever (other than upon the payment in full of the Note), including without limitation (i) any compromise, settlement, release, waiver, renewal, extension, indulgence, change in, amendment to or modification of any of the obligations and liabilities contained in the Note except that Guarantor's guarantee shall thereafter be consistent with the terms of any compromise, settlement, release, waiver, renewal, extension, indulgence, change in, amendment to or modification of any of the obligations and liabilities to the Guaranteed Obligations, (ii) any impairment, modification, release or limitation of the liability of the Borrower, or any other security for or guaranty of the Note, or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the federal bankruptcy laws or other statutes or from the decision of any court relating thereto, (iii) the assertion or exercise by the Lender, its successors or assigns, or the Trustee of any rights or remedies under the Note or any of their delay in asserting or exercising, or failure to assert or exercise, any such rights or remedies, (iv) the assignment or mortgaging or the purported assignment or mortgaging of all or any part of the

interest of the Guarantor in the Project, and (v) the purchase or sale of any membership interests in the Guarantor.

**Section 5. Waivers.**

(a) The Guarantor ~~unconditionally shall receive~~waives notice of any of the matters referred to in **Section 4** and, prior to making payment to the Lender hereunder, ~~shall receive notice of~~ any proof of nonpayment by the Guarantor under the Note with respect to any Guaranteed Obligation, ~~other as well as~~than a certificate of the Lender stating such nonpayment and setting forth the amount immediately due and payable.

(b) The Guarantor consents and agrees that the Lender may, from time to time, ~~upon default by Guarantor or Borrower,~~ exercise any right or remedy it may have with respect to any or all of the or any property securing any or all of the Guaranteed Obligations or any guaranty thereof, including without limitation judicial foreclosure, nonjudicial foreclosure, exercise of a power of sale and taking a deed, assignment or transfer in lieu of foreclosure as to any such property, and the Guarantor expressly and unconditionally waives any defense based upon the exercise of any such right or remedy, whether or not such election is commercially reasonable, notwithstanding the effect thereof upon any of the Guarantor’s rights, including without limitation any destruction of Guarantor’s right of subrogation against the Guarantor and any destruction of the Guarantor’s right of contribution or other right against any other Guarantor of any or all of the Guaranteed Obligations or against any other person, whether by operation of Sections 580a, 580d or 726 of the California Code of Civil Procedure, or any comparable provisions of the laws of any other jurisdiction, or any other statutes or rules of law now or hereafter in effect or otherwise.

(c) Pursuant to Section 2856 of the California Civil Code, the Guarantor waives all rights and defenses that the Guarantor may have because the Guaranteed Obligations are secured by real property. This means, among other things: (i) the Lender may collect from the Guarantor without first foreclosing on any real or personal property collateral pledged by the Guarantor or any other Guarantor; and (ii) if the Lender forecloses on any real property collateral pledged by the Guarantor or any other Guarantor: (A) the amount of the Guaranteed Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; ~~and (B) the Lender may collect from the Guarantor even if the Lender, by foreclosing on such real property collateral, has destroyed any right the Guarantor may have to collect from the Guarantor or such other Guarantor.~~ This is an unconditional and irrevocable waiver of any rights and defenses the Guarantor may have because the Guaranteed Obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Sections 580a, 580b, 580d or 726 of the California Code of Civil Procedure.

**Commented [SK1]:** Already in the below.

(d) The Guarantor also hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(i) any rights, defenses and other benefits that may be available by reason of any exercise of remedies with respect to any security for the Guaranteed Obligations (including, without limitation, any collateral securing or purporting to secure any of the

Guaranteed Obligations) at such time and in such order and in such manner as the Lender may decide and whether or not every aspect thereof is commercially reasonable and whether or not such action constitutes an election of remedies and even if such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy that the Guarantor would otherwise have and without limiting the generality of the foregoing or any other provisions hereof, the Guarantor hereby expressly waives any and all benefits which might otherwise be available to the Guarantor under applicable law, including, without limitation, California Civil Code Sections 2809, 2810, 2819, 2939, 2845, 2848, 2849, 2850, 2855, 2899 and 3433 and Section 580(d) of the California Code of Civil Procedure;

(ii) any rights of the Guarantor of subrogation, reimbursement, indemnification, and/or contribution against the Lender or any other person or entity, and any other rights or defenses that are or may become available to the Guarantor or any other person or entity by reason of Sections 2787-2855, inclusive, of the California Civil Code;

(iii) any right it may have to require Lender or any other person or entity to proceed against the Guarantor, proceed against or exhaust any security held from the Guarantor, or pursue any other remedy in Lender's power to pursue, including any such right or any other right set forth in California Civil Code Sections 2845 or 2850;

(iv) all rights to participate in any security now or later held by the Lender under the Indenture, the Loan Agreement, the Lease, the Deed of Trust, the Note or this Guaranty, including any right set forth in California Civil Code Sections 2845, 2848, or 2849;

(v) all rights and benefits under California Civil Code Section 2809 purporting to reduce a Guarantor's obligations in proportion to the principal obligation;

(vi) any rights, defenses, and other benefits available to the Guarantor under California Civil Code Section 2822;

(vii) any defense based upon the Lender's election to waive its lien as to all or any security for the Note pursuant to California Code of Civil Procedure Section 726.5 or otherwise;

(viii) any defense based on the unavailability to recover a deficiency judgment after a nonjudicial sale of real or personal property, and any rights or defenses based on or arising from California Code of Civil Procedure Sections 580a, 580b, 580d, or 726 (including any fair value limitations under Section 726 of that Code) or based on or arising from Division 9 or any other applicable division of the California Commercial Code (including any defense arising as a result of any election made by Lender under Section 9604(a) of the California Uniform Commercial Code);

(ix) any illegality or lack of validity or enforceability of any Guaranteed Obligation; or

(x) any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Guaranteed Obligations and/or any failure of the Lender to marshal assets of the Guarantor.

(e) The Guarantor acknowledges that the Lender may foreclose on any collateral (including any real property) or other collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such collateral in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with the Guarantor or exercise any other right or remedy available to it against the Guarantor, without affecting or impairing in any way the liability of the Guarantor hereunder except to the extent the Guaranteed Obligations (other than contingent or unliquidated obligations or liabilities) have been indefeasibly paid in full. The Guarantor hereby waives any and all rights and defenses arising out of an election of remedies by the Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation or the acceptance by the Lender or an affiliate of the Lender of a deed in lieu of foreclosure, has destroyed the Guarantor's rights of subrogation and reimbursement against the obligors under the Note by operation of California Code of Civil Procedure Section 580d or otherwise.

**Section 6. No Set-Off.** No act of commission or omission of any kind or at any time upon the part of the Lender, with respect to any matter whatsoever shall in any way affect or impair the rights of the Lender to enforce any right, power or benefit of the Lender under this Guaranty, and no set-off, claim, reduction or diminution of any obligation or any defense of any kind or nature which the Guarantor has or may have against the Lender, the Trustee or their successors or assigns shall be available to the Guarantor or against any such assignee or successor in any suit or action brought by the Lender or its successors or assigns to enforce any right, power or benefit under this Guaranty, it being the intent of this Guaranty that the Guarantor shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants hereunder for the benefit of the Lender and the holder from time to time of the Note.

**Section 7. Venue.** The Guarantor agrees that any suit, action or proceeding arising out of or relating to this Guaranty shall be instituted in the state or federal courts in California; and the Guarantor hereby waives any objection to the venue of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. Nothing herein shall affect the right of the Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Guarantor in any other jurisdiction.

**Section 8. Representations and Warranties.** The Guarantor makes the following representations and warranties as the basis for its undertakings hereunder:

(a) It is a limited liability company duly organized, and validly existing in good standing under the laws of the State of California, has the limited liability company power to enter into this Guaranty and to perform its obligations hereunder, and by proper organizational action has duly authorized the execution and delivery of this Guaranty and performance of its obligations hereunder.

(b) This Guaranty is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by laws relating to bankruptcy, insolvency or similar laws affecting creditors' rights generally and by the availability of equitable remedies (whether considered in an action at law or in equity).

(c) The execution and delivery of this Guaranty and all documents, instruments and certificates relating thereto and the performance of its obligations hereunder do not and will not conflict with, or constitute a breach or result in a violation of, its articles of organization or limited liability company operating agreement, or any material agreement or other material instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over it or its property, the violation of any of which would have a material adverse effect upon the Guarantor's ability to perform its obligations hereunder.

(d) There are no pending or, to the best of its knowledge, threatened actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, which could reasonably be expected to adversely affect in a material way its business or financial condition or its ability to perform its obligations under this Guaranty.

(e) The Guarantor hereby adopts by reference all representations and warranties contained in Sections 2.02(a)-(d), 2.02(k)-(m), 2.02(o), 2.02(s)-(u), 2.02(z)-(bb) of the Loan Agreement as representations and warranties of the Guarantor, as if set forth in full herein.

(f) The Guarantor represents, warrants and agrees that the Trustee has made no representation, warranty or statement to the Guarantor to induce the Guarantor to execute this Guaranty.

#### **Section 9. Covenants of the Guarantor.**

(a) Limited Liability Company Existence. The Guarantor agrees that during the term of this Guaranty, it will maintain its limited liability company existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity unless the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall assume in writing all of the obligations of the Guarantor under this Guaranty.

(b) Notice of Event of Default. The Guarantor hereby covenants to notify the Lender and the Trustee immediately of the occurrence of any Event of Default hereunder or upon becoming aware (i) that any representation made in this Guaranty was false, misleading or materially incorrect when made or (ii) of a breach or violation of any material agreement or other material instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over it or its property, in any such case to the extent such breach or violation would, in the Guarantor's judgment, materially adversely affect the Guarantor's ability to perform its obligations under this Guaranty.

(c) Consultant Call-in. The Guarantor agrees to engage Mariposa Consulting Group (the “Consultant”) to provide it with marketing and recruitment services and advice, along with other services described more fully in the Consultant’s June 4, 2024 proposal to the Guarantor. The Guarantor agrees to follow the recommendations of the Consultant and to adopt and carry out the Consultant’s recommendations unless inconsistent with its charter petition, MOU, written direction from its authorizer, or applicable law. The Trustee has no duty or obligation to monitor the Guarantor’s compliance with any recommendations of the Consultant. If requested, the Guarantor shall provide the Lender, with a copy to the Trustee, if so requested, with a written certification that the Guarantor is in compliance with the recommendations of the Consultant.

The Guarantor agrees to provide a copy of any reports and other written materials (which may be by email) from the Consultant with the Noteholder Representative (as such term is defined in the Note), within three Business Days of receipt.

(d) Budgeting. The Guarantor represents and warrants that it has provided a true and correct copy of its 2024-25 budget (the “24/25 Budget”) to the Noteholder Representative. The Guarantor agrees that it will not amend the 24/25 Budget, without the prior written approval of the Noteholder Representative. The Guarantor agrees that it will, on or before July 1, 2025, provide a proposed 2025-26 budget (the “25/26 Budget”) to the Noteholder Representative for approval or rejection. Upon approval by the Noteholder Representative of its 25/26 Budget, the Guarantor shall adopt the 25/26 Budget; as Guarantor is required by statute and its charter petition to pass adopted budget for the year and for the first and second interim period, Noteholder Representative and Guarantor will work in good faith to prepare the 25/26 Budget and Noteholder Representative will timely approve it. Noteholder Representative agrees to cooperate with Guarantor to ensure Guarantor timely passes all statutorily- and authorizer-required budgets. The Guarantor agrees that it will not amend the 25/26 Budget, without the prior written approval of the Noteholder Representative unless Guarantor receives specific direction from its charter authorizer.

(e) Contracts. The Guarantor agrees that it will not enter into any new contracts with an aggregate cost of more than \$50,000.00 without the prior written approval of the Noteholder Representative, which shall not be unreasonably conditioned, delayed or withheld, other than renewals of existing contracts or contracts necessary for Guarantor’s operation of a school not exceeding \$150,000. [The Guarantor agrees that it will not amend any collective bargaining contracts for employment of any persons without the prior written approval of the Noteholder Representative.]

**Commented [SK2]:** When is the current CBA up for renewal?

(f) Zoning Amendment. The Guarantor authorizes the Noteholder Representative to apply for an amendment to the current zoning for the facilities leased by the Guarantor at its or the Lender’s sole cost and expense to [ADD DESCRIPTION OF INTENDED AMENDMENT]. The Guarantor agrees to cooperate with any reasonable requests for cooperation, such as execution of amendment requests and related documents to the relevant zoning authorities. The Lender shall reimburse the Guarantor for reasonable out of pocket expenses associated with its actual, reasonable, documented out-of-pocket costs and expenses associated with the requirements of this paragraph.

**Commented [SK3]:** To apply for a change to the zoning to what? We would not want the amendment to preclude the School’s ongoing use.

(g) **Reporting.** The Guarantor shall provide the Noteholder Representative with monthly enrollment reports, broken down by grade, and financials, including balance sheet, income statement and comparative statements of actual to budgeted revenues and expenses, both on a monthly and fiscal year to date basis, no later than the fifteenth day of the following month, commencing August 15, 2024. The Guarantor shall also schedule monthly calls with the Noteholder Representative within five Business Days of providing its monthly financials. The Guarantor shall also provide the Noteholder Representative with a conference link (i.e. Zoom, Teams, etc.) to each meeting of its board of directors. For the avoidance of doubt, the Noteholder Representative may only participate in the portion of the meeting open to the public and may not attend any executive sessions.

(h) **Noteholder Representative.** Notwithstanding any provision hereof to the contrary, the Borrower agrees that the Noteholder Representative shall for all purposes herein be authorized to act on behalf of the Lender in the administration of this Guaranty and all of the terms, requirements and covenants herein contained. In the case of any provision of this Guaranty providing for the consent or approval of the Lender, the Guarantor hereby acknowledges and agrees that the granting, approval, rejection or withholding of any requested consent, waiver or authorization to take or refrain from taking any action contemplated or required hereunder may be withheld or granted in the Noteholder Representative's sole and absolute discretion on behalf of the Lender.

**Section 10. Events of Default.** Each of the following events shall be an Event of Default hereunder:

(a) Failure of the Guarantor to pay any Guaranteed Obligations upon receipt of demand from the Lender to the Guarantor given in accordance with **Section 16**; or

(b) Failure of the Guarantor to observe or perform any of the other covenants, conditions or agreements hereunder for a period of fifteen (15) days after notice, specifying such failure and requesting that it be remedied, given by the Lender to the Guarantor; provided, that if said default is such that it can be corrected but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Guarantor within the applicable period and is corrected within forty-five (45) days; or

(c) The dissolution or liquidation of the Guarantor or the filing by the Guarantor of a voluntary petition in bankruptcy, or failure by the Guarantor promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair the Guarantor's ability to carry on its obligations hereunder, or the entry of any order or decree granting relief in any involuntary case commenced against the Guarantor under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition shall not be discharged or denied within ninety days after the filing thereof, or if the Guarantor shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of the Guarantor shall be appointed in any proceeding brought against the Guarantor and shall not be discharged within ninety days after such appointment or if the Guarantor shall consent to or acquiesce in such appointment, or assignment by the Guarantor for the benefit of its creditors, or the entry by the Guarantor into an agreement of



composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against the Guarantor under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against the Guarantor shall remain undismissed (subject to no further appeal) for a period of ninety days;; or

(d) any representation or warranty of the Guarantor set forth in **Section 8** of this Guaranty at the time made or deemed made is false in any material respect; or

(e) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against the Guarantor or against any property of the Guarantor and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of thirty (30) days; provided, however, that none of the foregoing shall constitute an Event of Default unless the amount of such judgment, writ, warrant of attachment or similar process, together with the amount of all other such judgments, writs, warrants or similar processes so unvacated, unpaid, unbonded, unstayed or uncontested, exceeds \$100,000.00; or

(h) the existence of any event of default in connection with any other Indebtedness of the Guarantor; or

(i) the occurrence of an Event of Default under the Indenture, the Loan Agreement, the Lease or the Deed of Trust.

**Section 11. Remedies.**

(a) Whenever an Event of Default hereunder shall have happened and be continuing, the Lender may take whatever action at law or in equity as may appear necessary or desirable to collect payments then due or thereafter to become due hereunder or to enforce observance or performance of any covenant, condition or agreement of the Guarantor under this Guaranty.

(b) Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Lender under this Guaranty, the Lender shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer. The Guarantor agrees not to contest such proceedings.

(c) The Lender shall be entitled to bring any suit, action or proceeding against the Guarantor for the enforcement of any provision of this Guaranty without exhausting any other remedies which it may have against the Guarantor.

(d) The Guarantor shall pay on demand all costs, expenses and fees, including, but not limited to, court costs and attorneys' fees, incurred by Lender or Noteholder Representative in connection with the collection or enforcement of any or all amounts and indebtedness described in this Guaranty.

**Section 12. Delay No Waiver.** In case the Lender shall have proceeded to enforce this Guaranty and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Guarantor and the Lender shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Guarantor and the Lender shall continue as though no such proceeding had been taken.

**Section 13. Successors and Assigns.** This Guaranty shall be binding upon the Guarantor, its successors and assigns, and all rights against the Guarantor arising under this Guaranty shall be for the sole benefit of the Lender and the Bondholders and their successors and assigns.

**Section 14. Subordination of Guarantor Claims.** The Guarantor agrees that all rights and claims of the Guarantor against the Borrower as a result of the Guarantor's payment of all or a portion of the Guaranteed Obligations shall at all times be fully subject to and subordinate to the lien in favor of the Lender securing the Note and lien in favor of the Trustee securing the Series 2020 Bonds, and that the Guarantor shall not be entitled to enforce or receive payment from the Borrower for any debt, liability or other obligation of the Borrower to the Guarantor until the entire Guaranteed Obligations shall be indefeasibly paid in full.

**Section 15. Amendment of Guaranty.** This Guaranty may only be amended in writing signed by the Lender and the Guarantor.

**Section 16. Notices.**

(a) All demands, notices, approvals, consents, requests and other communication hereunder shall be in writing addressed to the addresses as set forth below and shall be deemed to have been given on the next Business Day when the same are sent by nationally recognized, overnight delivery service (with delivery confirmed). Refusal of delivery shall constitute receipt.

If to the Guarantor:

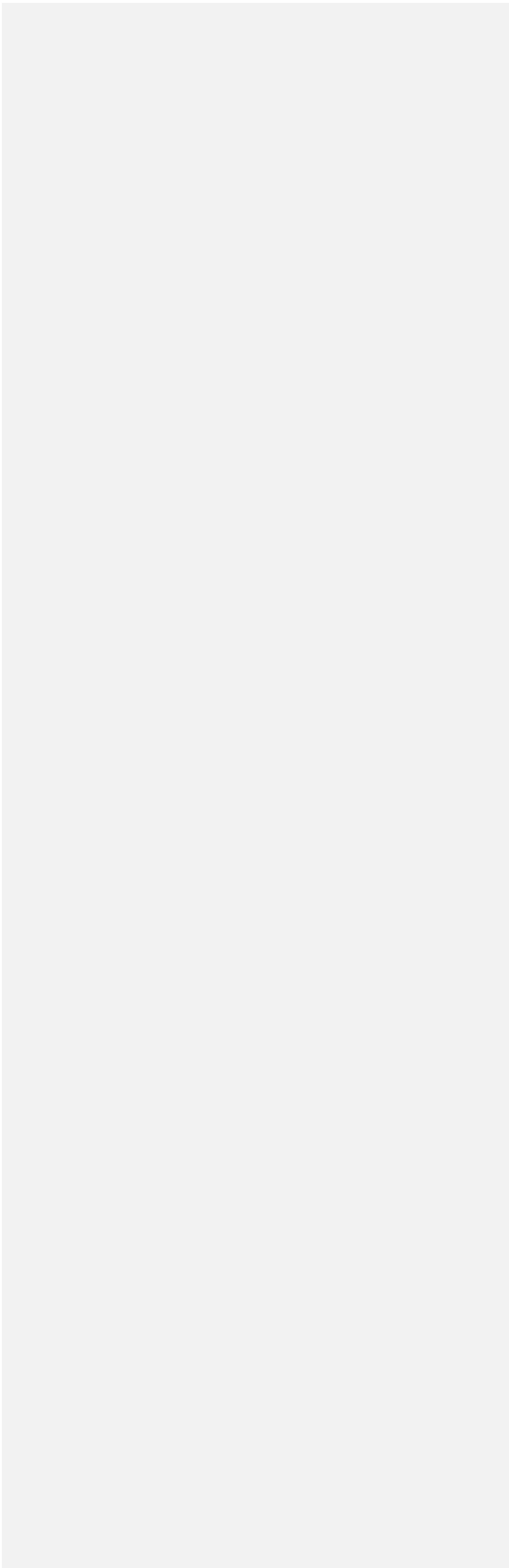
Charthouse Public Schools  
2730 Mitchell Drive  
Walnut Creek, California 94598  
Attn: Executive Director

If to the Lender:

[ ]  
c/o Rosemawr Management, LLC  
1674 Meridian Avenue  
Suite 420  
Miami Beach, FL 33139  
Attn: Seth Klempner

If to the Noteholder Representative:

Rosemawr Management  
1674 Meridian Avenue  
Suite 420  
Miami Beach, FL 33139  
Attn: Seth Klempner



If to the Trustee:

UMB Bank, N.A.  
120 South Sixth Street  
Suite 1400  
Minneapolis, Minnesota 55402  
Attn: Claire Alber  
Assistant Vice President

(b) The Guarantor, Lender, the Noteholder Representative and the Trustee may, by notice given hereunder, designate any further or different addresses or means of communication to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

**Section 17. Miscellaneous.**

(a) If any provision of this Guaranty shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not affect any other term or provision of this Guaranty or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Guaranty so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(b) This Guaranty shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction other than those of the State of California.

(c) This Guaranty express the entire understanding and all agreements between the parties and this Guaranty may not be modified or amended except in writing signed by the parties as described in **Section 15** hereof.

(d) The Guarantor has reviewed and hereby consents to all the terms, covenants and conditions of the Note and the Intercreditor Agreement.

(e) THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE LENDER, NOTEHOLDER REPRESENTATIVE OR TRUSTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED

THE IMPLICATIONS OF THIS WAIVER, AND (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY.

(e) This Guaranty may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Guaranty to be executed by their duly authorized representatives as of the date first above written.

**2730 MITCHELL DRIVE, LLC**, a California limited liability company

By: \_\_\_\_\_  
Authorized Signatory

[S E A L]

Attest:

\_\_\_\_\_  
Secretary  
[4854-4092-1816, v. 1](#)

[Draft – 08-06-2024]

## INTERCREDITOR AGREEMENT

This **INTERCREDITOR AGREEMENT** is made as of August 1, 2024 (this “Agreement”) by and among **UMB BANK. N.A.**, in its capacity as trustee under that certain Indenture of Trust described below (the “Trustee”), **2730 MITCHELL DRIVE, LLC**, a California limited liability company (the “Borrower”), **CHARTHOUSE PUBLIC SCHOOLS**, a California nonprofit public benefit corporation (the “Company”) and **[ROSEMAWR ENTITY]**, a [\_\_\_\_\_] (the “Lender”).

### RECITALS

WHEREAS, in conjunction with the execution and delivery of this Agreement, the Borrower has issued its Taxable Revenue Note, Series 2024-A (Working Capital) (the “2024-A Note”) pursuant to a resolution duly adopted by the [board of directors of the Borrower] on August [\_\_\_\_], 2024 (the “Resolution”) during a meeting duly called and held pursuant to California law; and

WHEREAS, the proceeds of the 2024-A Note are to be used by the Borrower for working capital purposes as more particularly described in *Exhibit A* to the 2024-A Note; and

WHEREAS, in September 2020, California School Finance Authority (the “Authority”) issued its Charter School Revenue Bonds (Contra Costa School of Performing Arts Project), Series 2020 (the “Bonds”) pursuant to that certain Indenture of Trust dated as of September 1, 2020 (the “Indenture”) between Authority and UMB Bank, N.A., as trustee (the “Trustee”). Capitalized terms used without definition herein shall have the meanings ascribed in the Indenture; and

WHEREAS, the proceeds of the Bonds were loaned by the Authority to the Borrower pursuant to that certain Loan Agreement dated as of September 1, 2020 (the “Loan Agreement”) between the Authority and the Borrower; and

WHEREAS, the proceeds of the Bonds were used by the Borrower to finance a charter school located in Walnut Creek, California (the “Series 2020 Facility”); and

WHEREAS, the Borrower leased the Series 2020 Facility to the Company pursuant to that certain Lease Agreement dated as of September 1, 2020 between the Borrower and the Company; and

WHEREAS, the Borrower’s obligations under the Loan Agreement and Indenture are further secured by that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of September 10, 2020 (the “Deed of Trust”) by the Borrower, as mortgagor, in favor of the Trustee, as mortgagee, creating a lien on the Series 2020 Facilities and certain other collateral in favor of the Trustee on behalf of the Bondholders; and

WHEREAS, the Lender has loaned funds to the Borrower in order to provide working capital pursuant to the 2024-A Note. Absent the provisions of this Agreement, such loan and the 2024-A Note would be subordinate to the financing provided by the Authority and secured by the Indenture, Loan Agreement, Lease and Deed of Trust;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Definitions and Interpretation.**

(a) Definitions. Capitalized terms used without definition herein shall have the meanings ascribed in the Indenture. In addition, the following terms shall have the following meanings:

“*Bankruptcy Code*” means Title 11 of the United States Code, as amended from time to time, or any similar federal or state law for the relief of debtors.

“*Bond Obligations*” means all obligations, liabilities and indebtedness of every nature of the Borrower from time to time under the Bond Documents, including, without limitation, (i) the principal of, premium, if any, and interest on the Bonds, (ii) any fees or amounts due to the Trustee or the Authority under the Bond Documents, and (iii) any debtor-in-possession financing furnished by the Trustee after the commencement of an Insolvency Proceeding, together with (a) any amendments, modifications, renewals or extensions thereof and (b) any interest, fees and other charges accruing thereon or due or to become due with respect thereto after the commencement of any Insolvency Proceeding, without regard to whether or not such interest, fees and other charges constitute an allowed claim. Bond Obligations shall be considered to be outstanding so long as any Bonds remain Outstanding or so long as any commitment under any Bond Document remains unpaid or unperformed.

“*Collateral*” means (i) “Mortgaged Estate” in the Deed of Trust, and (ii) all payments received under the Guaranty.

“*Distribution*” means, with respect to any indebtedness, obligation or security, including the Bond Obligations and the 2024-A Note Obligations, (a) any payment, taking or receipt by any Person of cash, securities or other property, by set-off or otherwise, on account of such indebtedness, obligation or security, including the taking, receipt or surrender of the Collateral, or (b) any redemption of such indebtedness, obligation or security by any Person.

“*Guaranty*” means that certain Guaranty Agreement dated as of August 1, 2024 from the Company to the Trustee.

“*Insolvency Proceeding*” means any proceeding in respect of bankruptcy, insolvency, winding up, receivership, dissolution or assignment for the benefit of creditors,



for each of the foregoing events whether under the Bankruptcy Code or any similar federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

“*Lien*” means any mortgage, deed of trust, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest, or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing (including any conditional sale or other title retention agreement, any capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing).

“*Paid in Full*” means, with respect to either the Bond Obligations or the 2024-A Note Obligations, (a) all of the Parity Obligations (other than contingent obligations or indemnification obligations for which no underlying claim has been asserted) have been paid, performed or discharged in full (with all Parity Obligations consisting of monetary or payment obligations having been paid in full in cash); (b) no Person has any further right to obtain any loans, letters of credit or other extensions of credit under the Bond Documents (except as provided with respect to Additional Bonds in the Bond Documents) or the 2024-A Note Documents; and (c) any and all letters of credit or similar instruments issued under such documents have been cancelled and returned (or backed by stand-by guarantees or cash collateralized) in accordance with the terms of such documents.

“*Parity Creditors*” means, collectively, the Trustee and the Lender.

“*Parity Obligations*” means, collectively, the Bond Obligations and the 2024-A Note Obligations, which are by this Agreement made *pari passu* with respect to all Distributions pursuant to the terms of this Agreement

“*Person*” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority or other entity, including the Lender.

“*Related Parties*” means, with respect to any Person, such Person’s affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors and representatives of it and its affiliates.

“*Revenue Sharing*” means the sharing of Distributions or proceeds of Collateral between the Trustee on behalf of the holders of the Bonds and the Lender such that all cash proceeds realized or collected is distributed and distributed by such Parity Creditor *pari passu* as follows: [REDACTED]% of every dollar collected or distributed shall be paid to the Lender until the 2024-A Note Obligations are indefeasibly Paid in Full, and [REDACTED]% of every dollar collected and distributed shall be applied by the Trustee to be applied in accordance with the Indenture until the Bond Obligations are indefeasibly Paid in Full.

“*2024-A Note*” means that certain Taxable Revenue Note, Series 2020-A (Working Capital)” dated August [REDACTED], 2024.

“2024-A Note Event of Default” means any “event of default” (as such term is defined in any of the 2024-A Note Documents).

“2024-A Note Documents” shall have the meaning set forth on **Exhibit 1(a)** hereto and all agreements, documents and instruments between the Lender and the Borrower entered into in connection therewith.

“2024-A Note Obligations” all obligations, liabilities and indebtedness of every nature of the Borrower from time to time under the 2024-A Note Documents, without limitation, together with (a) any amendments, modifications, renewals or extensions thereof and (b) any interest, fees and other charges accruing thereon or due or to become due with respect thereto after the commencement of any Insolvency Proceeding, without regard to whether or not such interest, fees and other charges constitute an allowed claim.

“UCC” means the Uniform Commercial Code as in effect in the State of California from time to time.

(b) Interpretation. Unless the context requires otherwise:

(1) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, modified, renewed, replaced or extended;

(2) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns;

(3) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(4) any references to sections, subsections, clauses or paragraphs shall be references to sections, subsections, clauses and paragraphs in this Agreement;

(5) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”; and

(6) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

## **Section 2. Lien Priorities, Security Interests and Payments or Distributions.**

(a) Priority of Parity Obligations. Notwithstanding any rule of law and regardless of the order or time of attachment, or the order, time or manner of perfection, or the order or time of

filing or recordation of any document or instrument, or other method of creating or perfecting a Lien, the 2024-A Note Obligations and the Lender's security interest in and liens the Collateral securing the 2024-A Note Obligations shall be of equal priority with respect to the Bond Obligations and the Trustee's security interest in and Liens on the Collateral securing the Bond Obligations. The establishment of parity Lien priorities set forth in the immediately preceding sentence shall not be altered or otherwise affected by any amendment, modification, supplement, extension, renewal, restatement, replacement or refinancing of any of the Bond Obligations or the 2024-A Note Obligations, by any failure to perfect any security interest in the Collateral, the subordination of either of the Trustee's or the Lender's Lien on the Collateral, the avoidance or invalidation of the Trustee's Liens or the Lender's Liens or by any other action or inaction which the Trustee or Lender may take or fail to take with respect to the Collateral. Each of the Trustee and the Lender shall be solely responsible for perfecting and maintaining the perfection of its Lien on and security interest in each item constituting the Collateral.

(b) Prohibition on Contesting Liens. The Lender agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Bond Obligations, the Bond Documents, or the Liens on and security interests of the Trustee in the Collateral securing the Bond Obligations. The Trustee agrees that it will not at any time contest the validity, perfection, priority or enforceability of the 2024-A Note Obligations, the 2024-A Note Documents, or the Liens on and security interests of the Trustee in the Collateral securing the 2024-A Note Obligations.

(c) Prohibition on Transfer. The Parity Creditors each agree that it will not sell, assign or transfer all or any part of its respective rights, title or interest in and to the Collateral unless such buyer, assignee or transferee has executed and delivered to the other Parity Creditor such agreements or instruments as are reasonably necessary to evidence such buyer, assignee or transferee's acceptance of and consent to the terms of this Agreement without modification except as necessary to effect such transfer.

(d) Judgment Liens. In the event any Parity Creditor becomes a judgment lien creditor against the Borrower or the Collateral, such judgment lien shall be made assigned to the other Parity Creditor in accordance with the respective percentages contained in the definition of Revenue Sharing so that the non-judgment creditor which is a Parity Creditor may participate in any recovery pursuant to the judgment lien on a *pari passu* basis. Each Parity Creditor shall promptly execute and deliver to the other Parity Creditor such instruments or agreements as the such Parity Creditor shall reasonably request to effect the parity of interests provided for under this Agreement.

(e) Parity Obligations Not Affected. The provisions of this Agreement are intended solely for the purposes of defining the relative rights of the Lender, on the one hand, and the Trustee, on the other hand, as among themselves. As between the Company and the Lender, the Borrower and the Trustee or the Company and the Trustee, nothing contained herein shall impair the unconditional and absolute obligation of the Company to the Lender to pay the 2024-A Note Obligations as they become due and payable or the unconditional and absolute obligation of the Borrower under the Loan Agreement or the Company under the Lease to make payments to the Trustee to pay the Bond Obligations as they become due and payable. No Person other than the

Trustee and the Lender and their respective successors and assigns shall have any rights under this Agreement.

**Section 3. Enforcement.**

(a) Exercise of Remedies. Notwithstanding any provision of any agreement between the Lender and the Borrower, until the Bond Obligations have been Paid in Full, the Trustee shall have the sole and exclusive right to:

- (1) restrict or permit, or approve or disapprove, the sale, transfer, release or other disposition of the Collateral,
- (2) take any action with respect to the Collateral as it deems necessary or desirable,
- (3) manage, perform and enforce (or not enforce) the terms of the Bond Documents with respect to the Collateral, or
- (4) exercise and enforce all privileges, rights or remedies under the Bond Documents,

all without any consultation with or the consent of the Lender in such order and manner as it may determine in its sole and absolute discretion, including, without limitation, the exclusive right to take or retake control or possession of any Collateral and to make determinations regarding the release, disposition or restrictions with respect to the Collateral, so long as the Trustee complies with the provisions of **Section 4(a)** of this Agreement.

(b) Enforcement Rights. The Lender shall not, without the prior written consent of the Trustee:

- (1) exercise or seek to exercise any rights or remedies with respect to any Collateral in respect of any 2024-A Note Obligations, or institute any action or proceeding with respect to such rights or remedies (including foreclosure, acceleration, repossession, setoff or similar action);
- (2) contest, protest or object to any foreclosure proceeding or action brought with respect to the Collateral by the Trustee, so long as the Trustee makes Distributions resulting therefrom in accordance with the provisions of **Section 4(a)** of this Agreement; or
- (3) object to the forbearance by the Trustee from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral or the Bond Obligations.

For the avoidance of doubt, that means the Lender shall not, so long as the Bond Obligations are not Paid in Full:

- (i) demand repayment of the 2024-A Note Obligations other than by scheduled amortization,
- (ii) deem itself insecure under any circumstances,
- (iii) declare an event of default under any of the 2024-A Note Documents for any reason,
- (iv) accelerate any of the 2024-A Note Obligations,
- (v) attempt to collect from the Borrower any collection expenses or attorneys' fees,
- (vi) take any action under any deed of trust or security instrument to realize on any collateral the Lender may have or to demand additional security, or
- (vii) terminate the Borrower's rights to operate the Facility.

The Lender acknowledges and agrees that the foregoing list is not exhaustive, but is rather provided by way of example.

Notwithstanding the foregoing, the Lender may, subject to **Section 8(b)** of this Agreement, file and defend proofs of claim against the Borrower in any Insolvency Proceeding involving the Borrower.

(c) Insurance. Until the Bond Obligations have been Paid in Full, the Trustee shall have the sole and exclusive right to (i) adjust and settle any claim under any insurance policy in respect of the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral, and (ii) apply such proceeds as provided in the Bond Documents, so long as such proceeds are used for the benefit of the Project. The Lender shall have no rights to, or interest in, any such insurance proceeds, unless the Trustee determines to apply such insurance proceeds to the Bond Obligations, and in such case, the application of such proceeds shall be subject to Revenue Sharing. If the Lender shall, at any time, receive any proceeds of any such insurance or any such award or payment in contravention of this **Section 3(c)**, it shall pay such proceeds over to Trustee within ten Business Days.

(d) Agreement to Release Liens. In the event that the Trustee releases or agrees to release any of its Liens or security interests in any portion of the Collateral in connection with the sale or other disposition thereof, or any of the Collateral is sold or retained pursuant to a foreclosure or similar action, the Lender shall promptly consent to such sale or other disposition and promptly execute and deliver to the Trustee such consent to such sale or other disposition, termination statements and releases as the Trustee shall reasonably request to effect the release of the Liens and security interests of the Lender in such Collateral.

(e) Limitation of Liability. The Lender agrees that Trustee shall not have any liability to the Lender in respect of the Trustee's determination to exercise remedies or to refrain, forbear or delay from the exercise of remedies or the failure to obtain repayment in full of the 2024-A Note Obligations.

(f) Rights to Distributions. Nothing in this Agreement shall prohibit the receipt by the Lender of the required payments of principal, premium, interest, fees and other amounts due under the 2024-A Note Documents, so long as such receipt:

(1) is paid by the Trustee in accordance with Revenue Sharing;

(2) is not the direct or indirect result of the exercise by the Lender of rights or remedies as a secured creditor in respect of the Collateral or an unsecured creditor in contravention of this Agreement; or

(3) whether in contravention of this Agreement or not, does not have the effect of discharging the Lien of the Trustee on the Collateral.

#### **Section 4. Payments and Proceeds.**

(a) Payments under 2024-A Note Documents. Notwithstanding any provision of the 2024-A Note Documents to the contrary, the Borrower agrees to make all payments on the 2024-A Note directly to the Trustee for application in accordance with the requirements of Revenue Sharing.

(b) Application of Distributions. All Distributions and proceeds of Collateral resulting from any Enforcement Action, and whether or not pursuant to an Insolvency Proceeding, and whether received by any Parity Creditor, shall be subject to Revenue Sharing and distributed in accordance with the respective percentages required by this Agreement.

(c) Application of Collateral Proceeds. In the event of any sale, transfer, or other disposition (including a casualty loss or taking through eminent domain) of the Collateral and the proceeds resulting therefrom (including insurance proceeds), whether or not any Insolvency Proceeding, and whether received by any Parity Creditor, shall be subject to Revenue Sharing and distributed in accordance with the respective percentages required by this Agreement. When the 2024-A Note Obligations have been Paid in Full, the Lender shall deliver promptly to the Trustee any Collateral or proceeds thereof held by it in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct, to be applied by the Trustee to the Bond Obligations in such order as specified in the relevant Bond Document.

#### **Section 5. Modifications and Amendments.**

(a) Modifications to Bond Documents. The Trustee may at any time and from time to time without the consent of or notice to the Lender, without incurring liability to the Lender and without impairing or releasing the obligations of the Lender under this Agreement, change the manner or place of payment, or extend the time of payment of, or renew or alter any of the terms

of the Bond Obligations (including any increase in the amount thereof), or amend in any manner any Bond Document in accordance with the respective provisions of the Bond Documents.

(b) Modifications to 2024-A Note Documents. Until the Bond Obligations have been Paid in Full, and notwithstanding anything to the contrary contained in the 2024-A Note Documents, the Borrower and the Lender shall not, without the prior written consent of the Trustee, agree to any amendment, modification, or supplement to the 2024-A Note Documents. Notwithstanding the foregoing, the Lender may, with five business days' notice to the Trustee, renew the 2024-A Note Documents or extend the maturity date thereof, provided each renewal or extension thereof is on the same terms as the 2024-A Note Documents provide for as of the date of this Agreement, except with regard to maturity date thereof.

**Section 6. Waiver of Certain Rights to Collateral by Lender.**

(a) Marshalling. The Lender hereby waives any rights it may have under applicable law to assert the doctrine of marshalling or to otherwise require the Trustee to marshal any property of the Borrower for the benefit of the Lender.

(b) Rights Relating to Trustee's Actions Regarding the Collateral. The Lender hereby waives, to the extent permitted by applicable law, any rights which it may have to enjoin or otherwise obtain a judicial or administrative order preventing the Trustee from taking, or refraining from taking, any action with respect to all or any part of the Collateral. Without limitation of the foregoing, the Lender hereby agrees:

(1) that it has no right to direct or object to the manner in which the Trustee applies the proceeds of the Collateral resulting from the exercise by the Trustee of rights and remedies under the Bond Documents, so long as the proceeds thereof are applied in accordance with this Agreement, and

(2) that the Trustee has not assumed any obligation to act as the agent for the Lender with respect to the Collateral.

In exercising rights and remedies with respect to the Collateral, the Trustee may enforce the provisions of the Bond Documents and exercise remedies thereunder, all in such order and in such manner as it may determine in its sole discretion. Such exercise and enforcement shall include, without limitation, the rights to sell or otherwise dispose of Collateral, to incur expenses in connection with such sale or disposition and to exercise all the rights and remedies of a secured lender under the UCC. In conducting any public or private sale under the UCC, the Trustee shall give the Lender written notice of such sale, *provided* that ten days' notice shall be deemed to be commercially reasonable notice.

(c) Preservation of Rights. The Trustee shall have no duty to protect or preserve any rights pertaining to any of the Collateral in its possession and the Trustee shall not have any liability to the Lender for any claims and liabilities at any time arising with respect to the Collateral in its possession.

(d) Bailee for Perfection. The Trustee, on the one hand, and the Lender, on the other hand, acknowledges and agrees that to the extent that it (or its agent) retains physical possession or control of any of the Collateral, it (or its agent) shall hold such Collateral on behalf of the other so that for purposes of perfecting any Lien in any Collateral it acts and holds such Collateral on behalf of the Trustee and the Lender. Nothing in this *Section 6(d)* shall affect the relative priorities in and to the Collateral, all of which shall be governed by *Sections 2* and *4* of this Agreement.

## **Section 7. Representations and Warranties.**

(a) Lender Representations and Warranties. The Lender hereby represents and warrants to the Trustee that as of the date hereof:

(1) the Lender has the power and authority to enter into, execute, deliver, and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action;

(2) the execution of this Agreement by the Lender will not violate or conflict with the organizational documents of the Lender, the 2024-A Note Documents or any law, regulation or order or require any consent or approval that has not been obtained; and

(3) this Agreement is the legal, valid, and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by equitable principles.

(b) Trustee Representations and Warranties. The Trustee hereby represents and warrants to the Lender that as of the date hereof:

(1) the Trustee has the power and authority to enter into, execute, deliver, and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action;

(2) the execution of this Agreement by the Trustee will not violate or conflict with the organizational documents of the Trustee, the Bond Documents or any law, regulation or order or require any consent or approval that has not been obtained; and

(3) this Agreement is the legal, valid, and binding obligation of the Trustee, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by equitable principles.

## **Section 8. Insolvency Proceedings.**

(a) Subordination Agreement. This Agreement, which the parties hereto expressly acknowledge is a "subordination agreement" under Section 510(a) of the Bankruptcy Code, shall



be effective before, during and after the commencement of an Insolvency Proceeding. All references in this Agreement to the Borrower shall include the Borrower as a debtor-in-possession and any receiver or trustee for the Borrower in any Insolvency Proceeding other than the Trustee.

(b) Liquidation, Dissolution, Bankruptcy. In the event of any Insolvency Proceeding involving the Borrower:

(1) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Bond Obligations or 2024-A Note Obligations shall be delivered to the Trustee and applied in accordance with Revenue Sharing. The Lender irrevocably authorizes, empowers, and directs any debtor, debtor-in-possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to the Trustee as set forth above. The Lender also irrevocably authorizes and empowers the Trustee, in the name of the Lender, to demand, sue for, collect and receive any and all such Distributions.

(2) The Lender agrees not to initiate, prosecute or participate in any claim, action or other proceeding challenging the enforceability, validity, perfection or priority of any portion of the Bond Obligations or any Liens and security interests securing any portion of the Bond Obligations.

(3) The Lender agrees that the Trustee may consent to the use of cash collateral or provide debtor-in-possession financing to the Borrower on such terms and conditions and in such amounts as the Trustee, in its sole discretion, may decide and, in connection therewith, the Borrower may grant to the Trustee liens and security interests upon all of the property of the Borrower, which liens and security interests shall secure payment of all Bond Obligations and 2024-A Note Obligations in accordance with Revenue Sharing.

(4) The Lender agrees that it will not object to or oppose any such cash collateral usage or debtor-in-possession financing or any sale or other disposition of any property securing all of any part of the Bond Obligations free and clear of security interests, liens, or other claims of the Lender under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code, including any credit bid by the Trustee, if the Trustee has consented to such sale or disposition.

(5) The Lender agrees not to assert any right it may have to “adequate protection” of its interest in any Collateral in any Insolvency Proceeding and agrees that it will not seek to have the automatic stay lifted with respect to any Collateral without the prior written consent of the Trustee; provided that the Trustee will not object to any request by the Lender for adequate protection replacement liens on all pre-petition and post-petition property of the Borrower upon which the Trustee is also granted adequate protection replacement liens, with such liens in favor of the Lender being subject in all respects to this Agreement; provided, further that, other than such replacement liens the Lender will not seek any other form of adequate protection.

(6) The Lender waives any claim it may now or hereafter have against the Trustee arising out of the election by the Trustee of the application of Section 1111(b)(2) of the Bankruptcy Code or out of any cash collateral or financing arrangement or out of any grant of a security interest in connection with the Collateral in any Insolvency Proceeding. The Lender agrees that it will not provide, or offer to provide, any debtor-in-possession financing to the Borrower without the prior written consent of the Trustee.

(7) The Lender agrees to execute, verify, deliver, and file any proofs of claim in respect of the 2024-A Note Obligations reasonably requested by the Trustee in connection with any such Insolvency Proceeding and hereby irrevocably authorizes the Trustee to file such proofs of claim upon the failure of the Lender to do so prior to three Business Days before the expiration of the time to file any such proof of claim; provided, however, that the Trustee shall not be permitted to vote such claim and all voting rights with respect thereto shall be retained by the Lender. For the avoidance of doubt, the Trustee shall have no affirmative obligation to file any such proof of claim on behalf of the Lender.

(8) The Lender agrees not to vote for any plan of reorganization that does not provide for the prior payment in full of the Bond Obligations or otherwise vote its claims or interests in any Insolvency Proceeding (including voting for, or supporting, confirmation of any plans of reorganization) in a manner that would be inconsistent with the Lender's covenants and agreements contained herein, without the prior written consent of the Trustee.

(9) The Bond Obligations shall continue to be treated as Bond Obligations and the provisions of this Agreement, including the requirement of Revenue Sharing, shall continue to govern the relative rights and priorities of the Trustee and the Lender even if all or part of the Bond Obligations or the Liens or security interests securing the Bond Obligations are subordinated, set aside, avoided, invalidated, or disallowed in connection with any such Insolvency Proceeding, unless this provision of this Agreement is specifically set aside by a court of competent jurisdiction in a final order from which no further right of appeal may be taken. This Agreement shall be reinstated if at any time any payment of any of the Bond Obligations is rescinded or must otherwise be returned by any holder of Bond Obligations or any representative of such holder.

## **Section 9. Default; Remedies.**

(a) **Default.** Failure by the Trustee or Lender in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Agreement is hereby declared an "Event of Default" under this Agreement.

(b) **Remedies.** Upon the occurrence of an Event of Default under this Agreement, the the Trustee or the Lender may take any or all or any combination of the following actions:

(1) by mandamus or other suit, action or proceeding at law or in equity bring action to recover money damages for any breach hereof or to require the Lender to perform its covenants and duties under this Agreement; or

(2) the Trustee shall have the right to obtain specific performance of the obligations of the Lender, injunctive relief or such other equitable relief as may be available in order to enforce the provisions of this Agreement, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without posting any bond or other security.

The Lender irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar remedies in any action which may be brought by the Trustee.

#### **Section 10. Miscellaneous.**

(a) Conflict. In the event of any conflict between any term, covenant, or condition of this Agreement and any term, covenant or condition of the 2024-A Note Documents, the provisions of this Agreement shall control and govern.

(b) Notices. Except in the case of notices and other communications expressly permitted to be given by telephone (or by e-mail as provided below), all notices and other communications provided for herein shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile as follows:

#### Trustee

UMB Bank, N.A.  
Corporate Trust and Escrow Services  
928 Grand Boulevard  
Kansas City, Missouri. 64106  
Attn: Mark Heer  
Email: mark.heer@umb.com

#### Lender

[Rosemawr entity]  
c/o Rosemawr Management  
1674 Meridian Avenue  
Suite 420  
Miami Beach, FL 33139  
Attn: Seth Klempner

#### Borrower

2730 Mitchell Drive LLC  
2730 Mitchell Drive  
Walnut Creek, California 94598  
Attn: Neal McChesney

Company

Charthouse Public Schools  
2730 Mitchell Drive  
Walnut Creek, California 94598  
Attn: Neal McChesney

Notices and other communications shall be given by one of the following methods: (i) shipped by overnight courier service (which notice shall be deemed to have been given two Business Days after shipment); (ii) sent by e-mail shall be deemed received on the next Business Day. Any party hereto may change its address or email address for notices and other communications hereunder by notice to the other parties hereto.

(c) Termination of Agreement. This Agreement shall remain in full force and effect until the Bond Obligations and the 2024-A Note Obligations have been Paid in Full, or until such time as all Collateral shall have been distributed in accordance with this Agreement, or until discharged in an Insolvency Proceeding, after which this Agreement shall terminate without further action on the part of the parties hereto.

(d) Notice of Priorities. This Agreement shall be effective without the necessity of filing any documents in any public record; however, either party may file a memorandum of this Agreement thereof at its expense to evidence the undertakings set forth herein.

(e) Amendments; Modifications. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by the Trustee and the Lender. The Borrower shall have no right to approve any amendment or modification of this Agreement.

(f) Successors and Assigns. The Trustee may, but solely in connection with the resignation and removal of the Trustee under the Indenture or the appointment of a successor Trustee pursuant to **Sections 6.08** and **6.09** of the Indenture, and without notice to the Lender, assign or transfer the Bond Documents and this Agreement to any successor trustee under the Indenture, and notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Bond Obligations shall, subject to the terms hereof, be and remain Bond Obligations for purposes of this Agreement, and every permitted assignee or transferee of this Agreement shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto. The Lender may only assign this Agreement as permitted in **Section 2(c)** hereof.

(g) Trustee’s Rights and Remedies. The rights, remedies, powers and privileges of the Trustee hereunder (hereinafter, the “Trustee’s Rights and Remedies”) shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by the Trustee in exercising or enforcing any of the Trustee’s Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Trustee of any of the Trustee’s Rights and Remedies or of any default or remedy under any other agreement with the Borrower or the Lender shall operate as a waiver of any other default hereunder or thereunder. No exercise of the Trustee’s Rights and Remedies and no other agreement or transaction, of whatever nature, entered into between the Trustee and the Lender or between the Trustee and the Borrower at any time shall preclude any other or further exercise of the Trustee’s Rights and Remedies. No waiver by the Trustee of any of the Trustee’s Rights and Remedies on any one occasion shall be deemed a continuing waiver. All of the Trustee’s Rights and Remedies and all of the Trustee’s rights, remedies, powers and privileges under any other agreement with the Lender or the Borrower shall be cumulative, and not alternative or exclusive, and may be exercised by the Trustee at such time or times and in such order of preference as the Trustee in its sole discretion may determine.

(h) Further Assurances. Each party to this Agreement will promptly execute and deliver such further instruments and agreements and do such further acts and things as may be reasonably requested in writing by any other party hereto that may be necessary or desirable in order to effect fully the purposes of this Agreement.

(i) Headings. The section headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

(j) Counterparts; Integration; Electronic Execution. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

(k) Severability. In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable by reason of operation of law or by reason of the interpretation placed thereon by any court or governmental authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected provision shall be modified to the minimum extent permitted by law so as to most fully achieve the intention of this Agreement.

(l) Expenses. In the event that the Trustee undertake any action that is reasonably necessary in order to enforce the provisions of this Agreement (whether or not suit is commenced), the Borrower shall pay all reasonable costs and expenses incurred by the Trustee in connection therewith, including, without limitation, reasonable attorneys’ fees.

(m) Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of California.

(n) Jurisdiction and Venue. The Lender agrees that it will not commence any action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against the Trustee, or any of their respective Related Parties in any way relating to this Agreement or the transactions contemplated hereby, in any forum other than any federal or state court sitting in Jackson County, Missouri, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts. The Lender irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court referred to in this paragraph.

(o) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

*[Balance of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**UMB BANK, N.A.**, a national banking association,  
as trustee under the Indenture referred to herein

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[ROSEMAWR ENTITY]**, a [\_\_\_\_\_]

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signatures continue on following page.]*

**2730 MITCHELL DRIVE, LLC**, a California limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CHARTHOUSE PUBLIC SCHOOLS**, a California nonprofit public benefit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_



***EXHIBIT 1(a)***

**2024-A Note Documents**

The 2024-A Note Documents shall include, collectively, each of the following:

1. Taxable Revenue Note, Series 2024-A (Working Capital) from the Borrower to the Lender;
2. Guaranty Agreement from the Guarantor to the Trustee;
3. this Agreement;
4. Resolution dated August [\_\_\_\_], 2024 duly adopted by the [board of directors of the Borrower];
5. Resolution dated August [\_\_\_\_], 2024 duly adopted by the board of directors of the Guarantor; and
6. Any other documents between the Borrower and the Lender executed concurrently therewith.

4855-4971-1576, v. 1

# Coversheet

## Salary Schedule Revision for 24-25

**Section:** VIII. Other Business  
**Item:** B. Salary Schedule Revision for 24-25  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Salary\_Schedule\_ v. 2024-2025 with hourly columns (2).xlsx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Salary\_Schedule\_v. 2024-2025 with hourly columns (2).xlsx

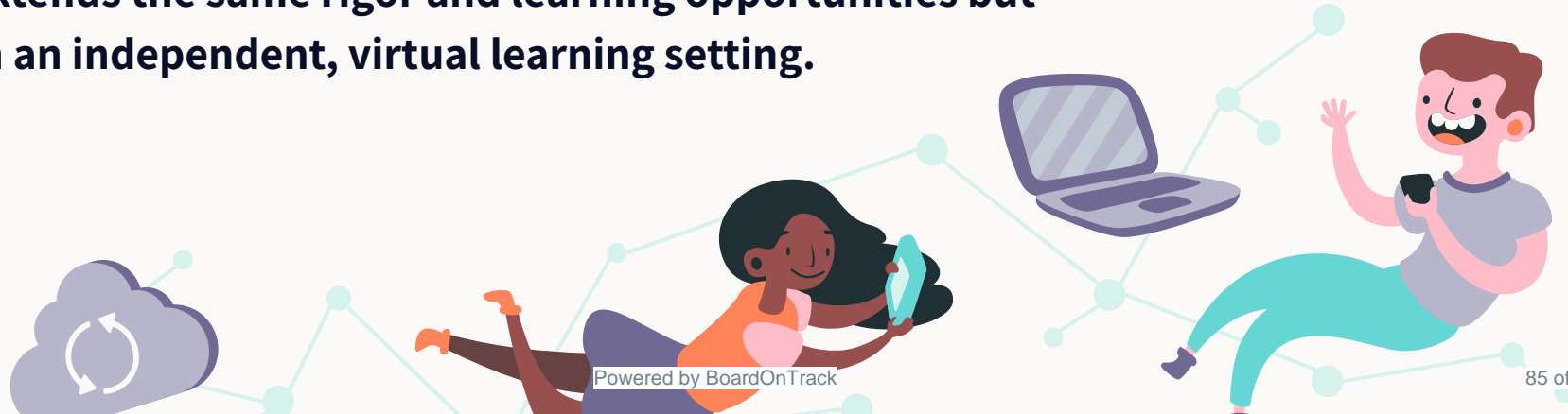
# Coversheet

## Independent Study Extension

**Section:** VIII. Other Business  
**Item:** C. Independent Study Extension  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CoCoSPA Self Guided Study Program 8\_24.pdf

# CoCoSPA Independent Learning Program

**CoCoSPA strives to provide students with a public education that fosters creativity and academic excellence. The Independent Learning Program extends the same rigor and learning opportunities but in an independent, virtual learning setting.**



# Students might choose this self-guided online program for several reasons:

01

## Personalized Learning Experience

The program allows students to tailor their education to their individual learning styles and paces, offering a more personalized and effective learning experience.

02

## Flexibility

Students who have busy schedules, whether due to extracurricular activities, work, or other commitments, can benefit from the flexibility of a self-paced program that fits their unique needs.



# Students might choose this self-guided online program for several reasons:

## 03 Independence and Responsibility

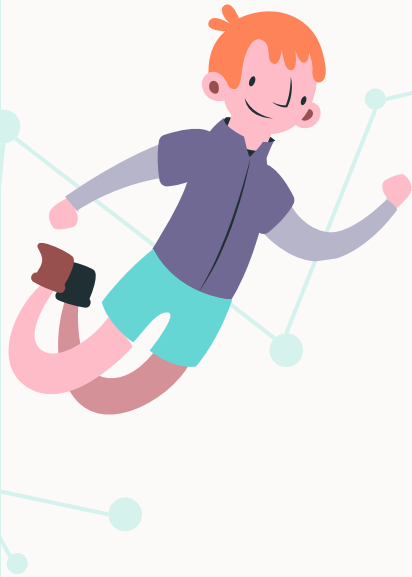
This program encourages students to take ownership of their education, helping to develop skills like time management, self-discipline, and independent learning, which are valuable in academic and real-world settings.

## 04 Activities

Students who may not have access to certain courses or specialized instruction in a traditional school setting can benefit from a high-quality curriculum that meets educational standards.



# Students might choose this self-guided online program for several reasons:



05

## Balanced Life-Study Integration

For students balancing school with other pursuits such as sports, arts, or family responsibilities, the program offers the ability to integrate studies more seamlessly into their lives.

Powered by BoardOnTrack

06

## Community and Connection

Despite being online, the program provides opportunities for participation in school events and extracurricular activities, ensuring that students remain connected to their peers and the broader school community.



# Students might choose this self-guided online program for several reasons:

07

## Preparation for the Future

The program's emphasis on critical thinking, problem-solving, and independent learning prepares students for higher education and future careers, giving them a competitive edge.

08

## Support for Unique Needs

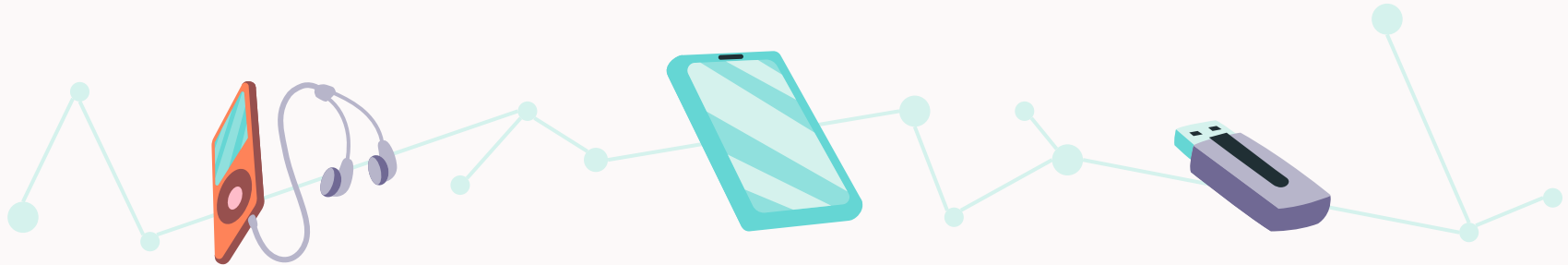
Despite being online, the program provides opportunities for participation in school events and extracurricular activities, ensuring that students remain connected to their peers and the broader school community.



# Program Highlights

- Flexible schedule
- College and Career counseling
- Students/families can participate in the CoCoSPA on-campus events and extracurricular activities
- Free access to Chromebooks and headphones
- Personalized check-ins with designated advisor
- Fully online coursework
- Self-paced, Individualized academic program that can be accelerated or slowed down to foster student success
- Access to grab-n-go meals





**The Independent Learning Program uses Edgenuity as its platform for delivering academic content for grades 6-12. Edgenuity is a leading provider of K-12 online learning solutions, partnering with schools and districts throughout the country to provide the tools and support needed to maximize learning and improve student success.**

- **Each course on Edgenuity should take approx 3-4 hours per week to complete.**
- **Students complete the same amount of work that they would if attending a traditional in-person program.**

# Instruction



## Synchronous

The program provides a balanced blend of synchronous and asynchronous learning opportunities. Weekly synchronous instructional time is dedicated to small group sessions or one-on-one office hours, conducted via Zoom. During these sessions, students engage in live, real-time communication with their teachers, allowing for personalized guidance, immediate feedback, and targeted support.



## Asynchronous

Asynchronous learning involves students working independently on assignments through the online-based curriculum, Edgenuity, along with other educational technology platforms. This self-paced work allows students to deepen their understanding of the material at their own speed, fostering autonomy and mastery of the subject matter.

Families play a crucial role in supporting students at home by ensuring that assignments are completed and submitted on time, helping to maintain Powered by BoardOnTrack and promote academic success.

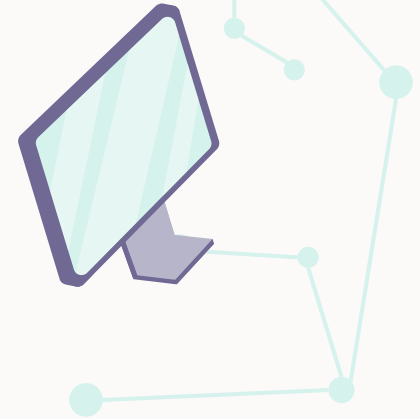
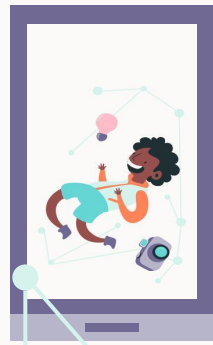


# Communication

**Parent communication is an essential component to student success. Parents receive weekly updates from CoCoSPA regarding school news and events.**

**Parents/guardians also may choose to receive daily or weekly progress reports of their student's work in Edgenuity.**

**In addition, Parents/guardians receive bi-monthly updates on their students progress and completion of courses (as well as quarterly progress reports and report cards each semester).**



# Middle School Programming

	6th Grade	7th Grade	8th Grade
01	English 6	English 7	English 8
02	Math 6	Math 7	Math 8
03	Science 6	Science 7	Science 8
04	Social Science 6	Social Science 7	Social Science 8
05	Career Explorations I	Career Explorations II	Career Explorations III
06	Keyboarding	Mental Health	Digital Citizenship

# High School Programming

	9th Grade	10th Grade	11th Grade	12th Grade
<b>01</b>	English 9	English 10	English 11 or AP Lang	English 11 or AP Lit
<b>02</b>	Alg 1	Geometry	Alg 2	AP Calc or AP Stats *
<b>03</b>	Biology	Chemistry	Environmental Science	AP Bio or AP Enviro Science *
<b>04</b>	Art History	World History	US History	Government/ Economics
<b>05</b>	World Language I	World Language II		
	Personal Wellness			* optional

# CoCoSPA Independent Learning Program

## HS Graduation Requirements

A-G subject	Courses	Units
History / Social Science ("a")	<ul style="list-style-type: none"> <li>World History</li> <li>US History</li> <li>Government (1sem)</li> <li>Economics (1sem)</li> </ul>	30
English ("b")	<ul style="list-style-type: none"> <li>English 9</li> <li>English 10</li> <li>English 11/AP Lang</li> <li>English 12/AP Lit</li> </ul>	40
Mathematics ("c")	<ul style="list-style-type: none"> <li>Algebra I</li> <li>Geometry</li> <li>Algebra II</li> </ul>	30
Laboratory Science ("d")	<ul style="list-style-type: none"> <li>Biology</li> <li>Chemistry</li> <li>Environmental Science</li> </ul>	30
Language other than English ("e")	<ul style="list-style-type: none"> <li>2 consecutive years of same language</li> </ul>	20
Visual & Performing arts ("f")	<ul style="list-style-type: none"> <li>1 Arts class</li> </ul>	10
College-prep elective ("g")	<ul style="list-style-type: none"> <li>1 College prep elective class</li> </ul>	10
Physical Education	<ul style="list-style-type: none"> <li>1 Physical Education class</li> </ul>	10
<b>Total</b>	Powered by BoardOnTrack	180



# Academic Support

## Weekly Zoom Meetings



Students must meet weekly with their advisor to review progress.

## Mastery



Students do not progress forward until they have mastery of previous content.



## Updates

Edgenuity can send daily or weekly updates to support student progress.



## Drop in

The advisor will have daily drop in Zooms - students can log in for support, check ins, socializing, etc.



## Is the Independent Learning Program part of the Contra Costa School of Performing Arts?

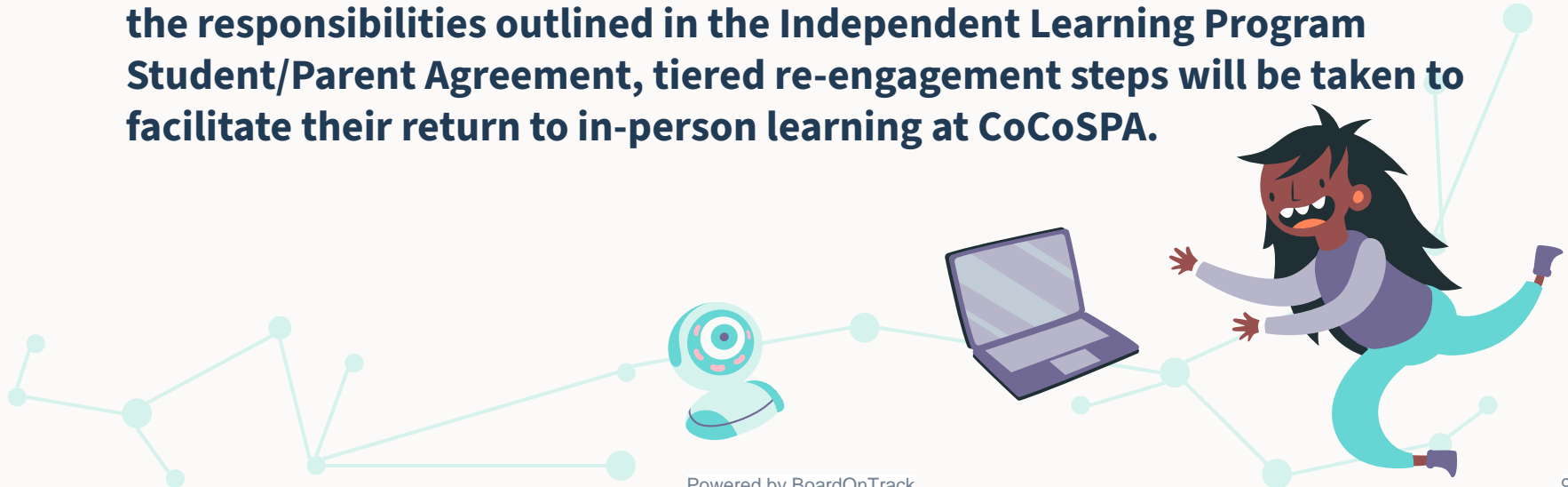


**Yes. From the moment they join, students are welcomed into the broader school family, with access to a wide range of campus activities and school-wide events. Weekly communications keep families in the loop, ensuring they never miss an opportunity to engage, celebrate, and contribute to the rich tapestry of school life. Whether it's a performance, a special event, or a community gathering, students in the Self-Guided Program are encouraged to actively participate and share in the collective spirit of CoCoSPA.**



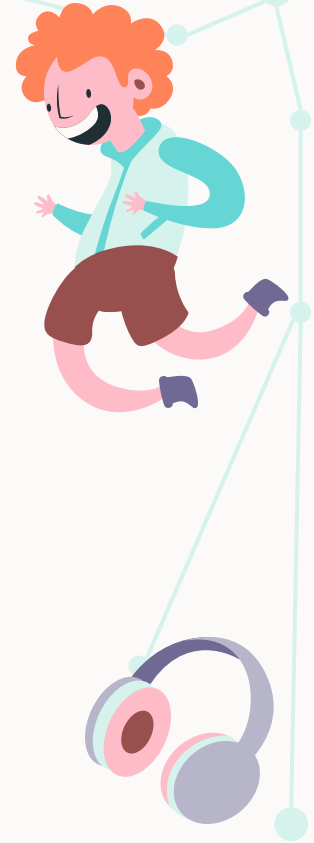
# Is a student enrolled in the Independent Learning Program for the entire school year?

**Students must commit to the Independent Learning Program for one semester at CoCoSPA. If a family decides to transition their student back to in-person learning, they may be re-enrolled at CoCoSPA at the semester break, depending on availability. Additionally, if a student is unable to meet the responsibilities outlined in the Independent Learning Program Student/Parent Agreement, tiered re-engagement steps will be taken to facilitate their return to in-person learning at CoCoSPA.**



# ? What tech equipment is needed in order to participate in the Independent Learning Program?

**At CoCoSPA, we ensure that every student is equipped for success by providing 1:1 devices to all enrolled students. New students joining our community will receive their device upon registration, unlocking a world of learning possibilities. This device is more than just a tool—it's your gateway to completing coursework, submitting assignments, and engaging fully in the digital learning experience. With technology in hand, students are empowered to thrive in their studies and stay connected with their educational journey at CoCoSPA.**





## How many hours will a student be online each day?

**The time students invest in learning activities—whether engaging online with a teacher, working independently on Edgenuity, or completing offline tasks—will be comparable to the hours spent by their peers attending school in person. The Independent Learning Program is designed to ensure that students receive a comprehensive and balanced educational experience, with learning opportunities that mirror the rigor and depth of a traditional classroom setting.**





# Can students with an IEP enroll in the Independent Learning Program?

**Yes, students with an Individualized Education Program (IEP) can enroll in the SGS Program, but there are a few steps to follow first. Before enrolling, the IEP team needs to meet to determine if the program is a good fit for the student. According to California law, students with special needs can only participate in independent study if their IEP specifically allows it. If a parent or guardian wants their child with an IEP to enroll in independent study, the IEP team will decide whether the student can still receive a free appropriate public education in this setting. To start this process, please reach out to the case manager at your child's current school.**



# ? How is attendance taken?

**In the Independent Learning Program, attendance isn't just about showing up—it's about active participation. Students earn attendance credit through their daily engagement and by completing all assigned work. Consistently missing assignments or Zoom meetings can trigger a review of the student's placement in the program. If necessary, students may be transitioned back to in-person instruction to ensure they're on track for success.**





## What role do families play?

**In the Independent Learning Program, parents and guardians are invaluable partners in their child's education. Their role is crucial in monitoring daily activities, ensuring students are making consistent progress, and attending classes regularly. With parents as active collaborators, we create a supportive environment that drives student success every step of the way.**







# What parent or guardian support should be expected for an Independent Learning Program student during the school day?

Parents and guardians play a pivotal role in providing accountability and helping to structure their student's daily school routine. For younger students or those needing extra support, having an adult present during instructional time can be invaluable. This support can include guiding students through technology, such as navigating Zoom, managing online curriculum platforms, and submitting assignments. As students grow older and become more adept with these tools, their need for assistance may decrease, allowing them to independently manage their learning experience with greater confidence.



# Coversheet

## Revision to Executive Director Contract Date

**Section:** VIII. Other Business  
**Item:** D. Revision to Executive Director Contract Date  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** C Foster 24-25.pdf

**FIXED TERM EMPLOYMENT AGREEMENT**  
**Between**  
**CHARTHOUSE PUBLIC SCHOOLS & CATHERINE FOSTER**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of ChartHouse Public Schools, who operate Contra Costa School of Performing Arts (“SPA”), a California public charter school approved by the Contra Costa County Office of Education School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of SPA’s charter, and in implementing SPA’s policies and procedures. The parties recognized that the provisions of the California Education Code do not govern SPA, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

**RECITALS**

WHEREAS, SPA is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, SPA is authorized pursuant to the terms of the charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, SPA desires to retain the services of the Employee of SPA by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and SPA desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

**AGREEMENT**

1. **TERM AND WORK SCHEDULE**

Subject to Section 12, “Termination of Contract” herein, SPA hereby employs the Employee to serve as the Executive Director for a term of one (1) year commencing on July 1, 2024 and ending July 30, 2025.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the work day.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with SPA.

2. **COMPENSATION.** The Employee will receive a gross base salary of \$150,000 per year, to be paid monthly, subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled work days of the position. Based upon the annual performance of the Employee as

documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At SPA’s expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to SPA’s employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation Leave.** The Employee is also entitled to fifteen (15) days of vacation per year. Vacation may be carried over year to year up to a cap of 22.5 days. Once the Employee reaches the cap, no further vacation leave shall accrue until some vacation time is utilized. Vacation days may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall be entitled to twelve (12) sick days annually. Sick days do not accrue or carry over from year to year and are not paid out upon separation of employment.
- d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
- e. **Phone Stipend.** The Employee shall be reimbursed \$40.00 per month.
- f. **Wellness Days.** The Employee shall be entitled to four (4) wellness days per year, which may be used to account for situations that require the employee to be absent from work to attend to matters that cannot be accomplished during the regular workday. Wellness days are not vacation and do not carry over or accrue from year to year, and are not subject to payout upon separation of employment. Wellness days may be used by the Employee subject to the prior approval of the Board.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of **230** days throughout each year.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he or she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board’s right to terminate this Agreement pursuant to Section 12.

7. **EXPENSE REIMBURSEMENT.** SPA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable SPA policy and authorization.
8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.
9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.
10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with SPA.
11. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. SPA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of one (1) month following the effective date of termination, whichever is less.
  - c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
  - d. **Revocation/Nonrenewal:** In the event that the SPA charters are either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.
13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
14. **REQUIRED CONTRACT PROVISIONS.** The following provisions are required to be included in this Agreement by the California Government Code:
- a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
  - b. **Required Reimbursements.** The Employee shall be required to reimburse SPA for any salary or fees received from SPA in relation to the Employee’s placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse SPA for any cash settlement received in relation to the Employee’s termination if the Employee is convicted of a crime involving the abuse of office/position.
15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied

from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

- 17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.
- 18. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.
- 19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
- 20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- 21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
- 22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of SPA

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Heather Vega, Board Chair

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Foster, Executive Director

*This Employment Agreement is subject to ratification and approval by the Governing Board of SPA.*

## **Attachment A – Executive Director Job Description**

### **Job Description**

The Executive Director should have demonstrated experience in managing charter school organizations. The Interim leader will provide oversight, leadership, and direction throughout the school year. The Executive Director shall also serve as the acting Chief Business Officer. The individual who assumes this role should have the ability, skills, and experience to quickly assume leadership of the Contra Costa School of Performing Arts and build productive relationships with SPA’s students, staff, community, leadership team, Board of Directors, and other key stakeholders and partners.

The ideal candidate is an experienced administrator at a District or charter school with a strong understanding of public compliance, school budgeting, and academic systems. Experience as a performing arts administrator is also preferred. Due to the timing of this appointment, the duties of the Executive Director will focus heavily on supporting and sustaining ongoing initiatives while also identifying opportunities for growth and improvement. The Executive Director will report to the Board of Directors and directly manage the leadership team's performance.

### **Qualifications, Education/Certification:**

- Hold or have had a California Teaching Credential (preferred but not required)
- Hold or be eligible for a California Administrative Credential (preferred but not required)
- Master’s degree in educational administration or the equivalent
- Experience and insight into the charter school sector and familiarity with the needs and priorities of charter schools

### **Special Knowledge/Skills:**

- An understanding of school law, school finance, and curriculum and instruction Demonstrated ability to manage budgets and personnel
- Demonstrated ability to interpret policy, procedures, and data
- Organizational, communication, public relations, and interpersonal skills

### **Experience:**

At least 5 years’ experience in an administrative leadership role in education or education-adjacent organizations preferred; Five years of successful teaching experience; Five years of experience and demonstrated knowledge of charter school operations is preferred. Experience leading a performing arts or specialized secondary school is a plus.

### **MAJOR RESPONSIBILITIES AND DUTIES:**

#### **Instructional Management**

- Be informed about all aspects of the instructional program and ensure that there is a continuous focus on improving student academic performance
- Provides leadership and supervision of standards-based curriculum and instruction in alignment with the philosophy outlined in the charter school’s vision and mission
- Prepare reports and assist the Board in evaluating the effectiveness of school programs

#### **School or Organization Morale**

- Demonstrate skill in anticipating, managing, and resolving conflict
- Provide for two-way communication with Charter personnel
- Maintains good working relationships with the staff, directing and implementing lines of communication with them

#### **School or Organization Improvement**

- Conduct periodic evaluations with other administration members of all programs and operations to determine improvements needed to reach Charter goals



- Use a collaborative decision-making and problem-solving process whenever appropriate
- Promote goal-oriented performance and support the achievement of teacher performance objectives (academic excellence indicators)
- Provides leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance

#### Personnel Management

- In collaboration with the director-level team, identifies and projects staffing needs in relation to student enrollment and programmatic considerations
- Promote a positive work environment that fosters high staff morale and excellence in the Charter
- In consultation with the Director of Human Resources and other director-level team, recommend the employment, discharge, evaluation, and transfer of all personnel
- Provide leadership with the administrative team to define the duties of all personnel
- Serve as liaison between the Board and staff
- Develop pay systems and adjustments to be proposed to the Board for final approval

#### Management of Fiscal, Administrative, and Facilities Functions

- Be informed of developments in state, federal, and local laws and changes in public policy affecting education
- Develop administrative procedures and regulations to manage school operations and implement policies approved by the Board
- Ensure timely submissions of all reports required by the Board, the CDE and other federal and state agencies and any records subpoenaed by a court of law. Involve all Directors in the preparation of the annual proposed budget to the Board
- Review reports to ensure that all financial accounting and funds are spent in accordance with the approved budget and managed effectively
- Ensure compliance with all applicable state and federal requirements
- Oversee programs and plans to ensure that the school and facilities are properly maintained, and that adequate provision is made for the safety of students, employees, and other users of school facilities
- Verify that Charter School property, casualty, and workers compensation loss to ensure that appropriate risk management and loss control strategies are employed
- Establishes and maintains a mutually supportive relationship with our authorizers and communicate pertinent school information.

#### Student Management

- Ensure a favorable education environment through the implementation of an equitable and effective system of student disciplines
- Ensure that programs for students with special needs (Special Education, English Learners, etc.) are implemented according to legal requirements including individualized learning plans
- Work with staff, Board, and community to plan and implement support services for students

#### School or Community Relations

- Develop and implement effective communication between the Charter and community
- Promote community support and involvement with the Charter
- Represent the Charter in activities involving other school systems, institutions, agencies, and professional or community groups

#### Professional Growth and Development

- Formulate, with the Board, an annual professional development plan
- Assist the Board in designing a process for evaluating the Executive Director's performance
- Pursue professional development through reading, attending conferences, and involvement with related agencies or organizations
- Encourages, creates, and supports the professional development of all staff

- Provides leadership and coaching to the director level staff

#### Board Relations

- Organize with the other Directors the preparation of Board agendas and meeting materials in cooperation with the Board president
- Attend and participate in all Board meetings except closed session meetings from which the Executive Director is excluded
- Serves as professional advisor to the Board of Directors, keeping them fully informed on all programs, practices, issues, challenges and opportunities of the charter schools; provide them with all information and data for decision making
- Recommend policies to the Board for adoption and oversee the implementation of adopted policies
- Exercise discretion and judgment in matters not covered by Board policy
- Implements Governing Board policy and communicates with parents and staff about Board expectations
- Maintains records of Governing Board policies, meeting agendas/minutes and other required legal documents required by the Board and applicable law
- Communicate with the Charter's attorney on matters in litigation or matters potentially in litigation except as otherwise directed by the Board

#### **SUPERVISORY RESPONSIBILITIES:**

In coordination with the Principal, the Executive Director exercises general supervision over the school, is responsible for guiding, training, and evaluating the performance of the staff and all Directors.

Ideal candidates will possess the following beliefs and qualities:

- Actively cultivate a culture of equity and inclusion
- Make decisions and enable others to make decisions based on what is best for students
- Effectively manage change amid uncertainty
- Clearly and effectively communicate transparently and openly with all stakeholders regularly
- Foster a culture of collaboration, feedback, and cohesiveness, striking a balance between autonomous decision making and consensus
- Serve as an effective steward of resources, prioritizing available resources to support teaching and learning
- Resilience in the face of challenges
- Approach all work through the lens of both equity and excellence
- Build relationships marked by trust and respect with a diverse set of stakeholders

#### **SALARY PLACEMENT**

This twelve (12) month per year position will be on an individual contract. This classified administrator position will be placed on the Certificated Management Salary Schedule. Step placement is based on experience.

4834-0528-0491, v. 2

# Coversheet

## Revision to Board Meetings

**Section:** VIII. Other Business  
**Item:** E. Revision to Board Meetings  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** \_Board Meeting Day Schedule 2024-2025.docx (1).pdf



**Board of Directors  
ChartHouse Public Schools  
dba Contra Costa School of Performing Arts**

**Regular Board Meeting Dates**

**SY 2024 - 2025**

The Board of Directors will hold its regular monthly meetings on the third Tuesday of Every Month, 5:30 - 8:30 pm, with exceptions\* noted.

Tuesday, July 16, 2024

Tuesday, August 20, 2024

Tuesday, September 17, 2024

Tuesday, October 22, 2024\*

Tuesday, November 19, 2024

Tuesday, December 3, 2024

Tuesday, January 21, 2025

Tuesday, February 18, 2025

Tuesday, March 18, 2025

Tuesday, April 22, 2025\*

Tuesday, May 20, 2025

Tuesday, June 17, 2025

*Note: Board Retreat needs to be scheduled*

Adopted on: Tuesday, June 25, 2024