



Contra Costa School of Performing Arts

Board Meeting

Date and Time

Monday June 9, 2025 at 5:30 PM PDT

Location

2730 Mitchell Drive
Walnut Creek, CA 94598

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Monday, June 9, 2025 at 5:30 PM PDT

Location:

Google Meet Link: CCSPA/ChartHouse Board of Directors Meeting

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

4229 20th street
San Francisco, CA 94114

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
I.	Opening Items		5:30 PM
A.	Call the Meeting to Order	Heather Vega	1 m
B.	Record Attendance	Callie Tirlia	1 m
C.	Establish a Quorum	Heather Vega	1 m
D.	Agenda Review and Adoption	Heather Vega	1 m
	The Board will review the agenda and adopt as presented or take action to change the order of items.		
II.	Public Comments		5:34 PM
	The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker’s card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.		
	Speakers will be given three (3) minutes for items <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		

	Purpose	Presenter	Time
<p>of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.</p>			

A.	Items on the Agenda	FYI	Heather Vega	5 m
	Public Comment regarding items on the agenda.			

B.	Items Not on the Agenda	FYI	Heather Vega	5 m
	Public Comment regarding items not on the agenda.			

III. Consent Agenda 5:44 PM

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.

A.	Consent Agenda Items	Vote	Heather Vega	5 m
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- Minutes for the May 12, 2025 Board meeting

IV. Closed Session 5:49 PM

A.	Conference with Real Property Negotiations	Discuss	Heather Vega	20 m
	2730 Mitchell Drive			

B.	Public Employee Discipline/Dismissal/Release	Vote	Catherine Foster	10 m
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C.	Public Employee Performance Evaluation (§ 54957) Executive Director	Discuss	Heather Vega	5 m
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Review Executive Director performance, compensation study, and contract for work.

	Purpose	Presenter	Time
V. Reconvene to Open Session			6:24 PM
A. Report out on Action Taken in Closed Session	Discuss	Heather Vega	5 m
B. Executive Director Compensation Study Review compensation study.	Vote	Heather Vega	5 m
C. Executive Director Employment Agreement Review and vote on revision to Fixed Term Employment Agreement for Executive Director.	Vote	Heather Vega	5 m
VI. Finance			6:39 PM
A. Financial Report Review the monthly financial report.	FYI	Debbie Howard, Catherine Foster	10 m
B. Contract Review Review and vote on DMS Closure agreement.	Vote	Catherine Foster	10 m
VII. Other Business			6:59 PM
A. Executive Summary The Executive Director will provide an update on end of the year closeout and next steps.	Discuss	Catherine Foster	15 m
VIII. Closing Items			7:14 PM
A. Adjourn Meeting		Heather Vega	1 m

Coversheet

Consent Agenda Items

Section:	III. Consent Agenda
Item:	A. Consent Agenda Items
Purpose:	Vote
Submitted by:	
Related Material:	2025_05_12_board_meeting_minutes.pdf



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Monday May 12, 2025 at 5:30 PM

Location

2730 Mitchell Drive
Walnut Creek, CA 94598

Contra Costa School of Performing Arts

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Directors Present

G. Ponikvar (remote), H. Vega, J. Bridge, S. Kulak

Directors Absent

L. McPhatter-Harris, M. Hennessy

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

Guests Present

C. Tirlia

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

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Monday May 12, 2025 at 5:35 PM.

B.

Record Attendance

C. Establish a Quorum

Quorum Established at 5:35pm by Heather Vega

D. Agenda Review and Adoption

J. Bridge made a motion to approve the agenda as presented.

S. Kulak seconded the motion.

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

Roll Call

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

II. Public Comments

A. Items on the Agenda

No public comments about items on the agenda were made during this time.

B. Items Not on the Agenda

No public comments about items not on the agenda were made during this time.

III. Consent Agenda

A. Consent Agenda Items

S. Kulak made a motion to approve the minutes from Board Meeting on 04-14-25.

J. Bridge seconded the motion.

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

Roll Call

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

IV. Reconvene to Open Session

A. Report out on Action Taken in Closed Session

Reconvened to open session at 6:45pm.

No action was taken during closed session.

B. Executive Director Compensation Study

J. Bridge made a motion to approve the Executive Director Compensation Study as presented.

S. Kulak seconded the motion.

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

Roll Call

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

Heather read to the board and attending members, “As to the next item regarding approval of the Executive Director’s employment agreement, I am required by law to indicate, prior to any vote on the Executive Director’s employment agreement, that the Agreement provides a base hourly rate of \$50/hour with a work schedule of up to 120 hours in July, and 25 hours per month thereafter through December.

I would also note that the hourly rate is wholly consistent with the compensation comparability study the Board has received and previously reviewed.”

C. Executive Director Employment Agreement

J. Bridge made a motion to approve the Executive Director Employment Agreement.

S. Kulak seconded the motion.

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

Roll Call

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

V. Finance

A. Financial Report

Catherine presented the May financial report that was created by DMS.

VI. Other Business

A. Executive Summary

Catherine presented her May Executive Summary to the board.

B. Williams Act Resolution

J. Bridge made a motion to approve the Williams Act Resolution for compliance.

S. Kulak seconded the motion.

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

Roll Call

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

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 7:10 PM.

Respectfully Submitted,
H. Vega

Coversheet

Executive Director Employment Agreement

Section: V. Reconvene to Open Session
Item: C. Executive Director Employment Agreement
Purpose: Vote
Submitted by:
Related Material:
At-Will Employment Agreement (C. Foster) (4907-1380-6649.v1) - UPDATED.docx.pdf

**At-Will Employment Agreement
Between
ChartHouse Public Schools & Catherine Foster**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and ChartHouse Public Schools ("ChartHouse"), a California nonprofit public benefit corporation.

WHEREAS, ChartHouse and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of Executive Director and shall be responsible for assisting in the closure of the corporation. The Employee will perform such duties as ChartHouse may reasonably assign and the Employee will abide by all ChartHouse policies and procedures as adopted and amended from time to time.

2. Work Schedule

The approved work schedule for this position shall be part-time consisting of the following:

- A total of up to 120 hours for the month of July 2025
- Up to 25 hours per month thereafter, through December 2025.

The Employee must obtain prior written approval from the ChartHouse Board Chair to work in excess of the schedule noted above. This anticipated work schedule shall not alter the at-will nature of employment as described in Section B of this Agreement.

3. Compensation

The hourly pay for this position is \$87.21, subject to all regular withholdings. The Employee shall be paid twice monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of the ChartHouse Board Chair.

4. Benefits. The Employee shall be entitled to one (1) hour of paid sick leave for every thirty (30) hours worked.

5. Employee Rights

Employment rights and benefits for employment at ChartHouse shall be only as specified in this Agreement. During the term of this Agreement, the Employee shall

not acquire or accrue tenure, or any employment rights with ChartHouse.

6. **Conflicts of Interest**

The Employee 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 her employment with ChartHouse, without first obtaining explicit written approval from the ChartHouse Board of Directors.

7. **Confidentiality**

The Employee understands that, while employed at ChartHouse, she will have access to confidential and proprietary information, including student information. The employee agrees to maintain confidentiality of all such information to the greatest extent allowable by law, including after separation.

8. **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 she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

B. EMPLOYMENT AT-WILL

ChartHouse may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at ChartHouse's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of ChartHouse. No one other than the Board has the authority to amend this Agreement on the behalf of ChartHouse. Any such agreement must be in writing and must be signed by the Board Chair, and must specifically state the intent to alter this "at-will" relationship.

C. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

3. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

4. **Assignment**

The Employee shall not assign any rights or obligations under this Agreement without the prior written approval of the Board of Directors.

D. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with ChartHouse on the terms specified herein.
2. All information I have provided to ChartHouse related to my employment is true and accurate.
3. This is the entire agreement between ChartHouse and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____
Catherine Foster

Date: _____

ChartHouse Approval: _____
Heather Vega, Board Chair

Date: _____

Coversheet

Financial Report

Section:	VI. Finance
Item:	A. Financial Report
Purpose:	FYI
Submitted by:	
Related Material:	CoCoSpa FY2024-25 May DMU.pdf

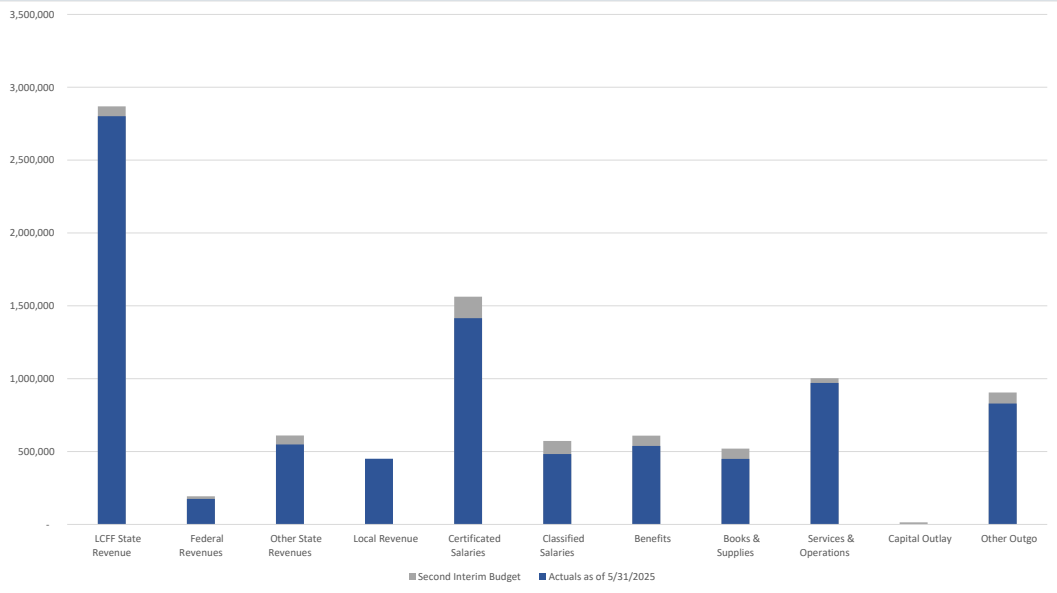
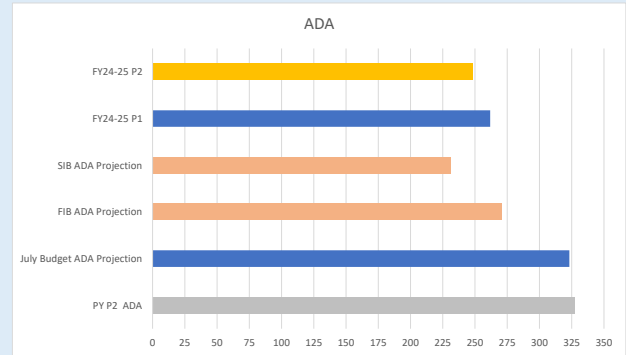
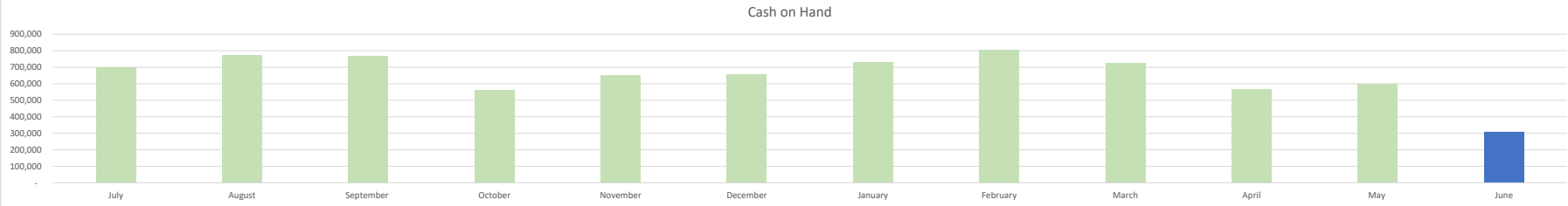


Contra Costa School of Performing Arts

DMS Monthly Update Actuals through: May 31, 2025

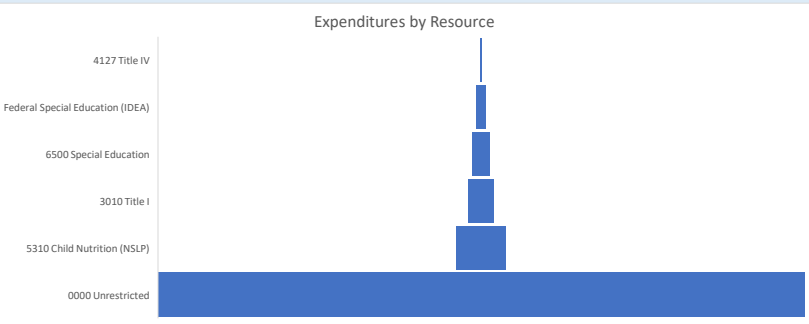


Contra Costa School of Performing Arts Financial Dashboard May 31, 2025



Balance Sheet Totals as of May 31, 2025

ASSETS			
Cash & Equivalents	Cash	687,505	
Total Cash & Equivalents		687,505	
Current Assets	Current Assets	228,962	
Total Current Assets		228,962	
Fixed Assets	Fixed Assets and Depreciation	20,496,736	
Total Fixed Assets		20,496,736	
Total ASSETS			21,413,203
LIABILITIES			
Current Liabilities	Current Liabilities	211,832	
Total Current Liabilities		211,832	
Long Term Liabilities	Long Term Liabilities	22,942,991	
Total Long Term Liabilities		22,942,991	
TOTAL LIABILITIES			23,154,822
Net Assets			(1,741,619)
Total Liabilities and Net Assets			21,413,203





SUMMARY NARRATIVE

This report is intended to provide a financial update comparing the Second Interim Budget with actuals through May 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 92% of the year (10 months) completed, YTD expense results are 90% of the Second Interim Budget.

IMPORTANT: year-end and closure entry activities may change these results.

Revenues through May 31st were \$3.975 million: 102% of the Second Interim Budget. Local revenue received includes three Employee Retention Credit refunds from the IRS totaling \$278,166 (minus 10% service fee).

IMPORTANT: year-end and closure entry activities may change these results.

Cash Flow - A **preliminary cash flow for FY24-25 projects the school will have sufficient funds to meet its financial obligations through the end of FY24-25.** **** The lowest projected Days Cash on Hand is 22 days in the remainder of FY24-25. The projection of 22 days cash on-hand is subject to change with the P2 ADA certification.**

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.

IMPORTANT LEGISLATIVE UPDATES:

✓ **SB 414 (Ashby) Coalition Charter Reform Bill.** This bill advances sensible reforms for nonclassroom-based charter schools to strengthen oversight, prevent fraud, and protect the integrity of the charter sector. It represents the beginning of a longer-term effort to address accountability while preserving charter autonomy. **Cleared Senate Education Committee and is headed to Assembly to be reviewed.**

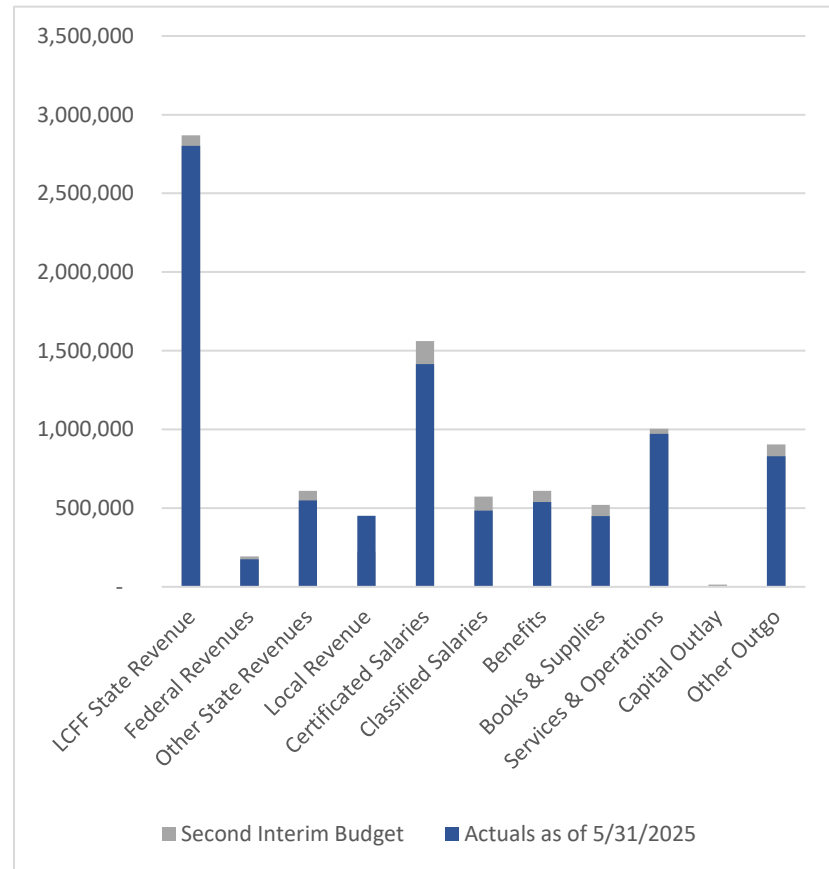
✓ **AB 1493 (Avilia-Farias) Extending Verified Data.** This bill will extend the use of verified data by charter schools until the growth measure is fully implemented in the CA School Dashboard. **Dead on Arrival**

STOP **AB 84 (Muratsuchi)** This bill is an existential threat to charter schools throughout the state. Among many things, this bill: aims to triple (or in cases limitless) authorizer oversight fees, add credentialing requirements that limit the pioneering flexibility of charter schools, give school districts broad authority to deny charter school petitions or expansions, massively expand the scope of auditing mandates and require training for independent auditors, imposes State procurement processes which limit the flexibility charter schools have, and broadens criteria for denial of non-classroom-based charters and slashes funding for those same schools. **All of these actions threaten to take away the hallmark of the charter school movement in California – choice in education for families. Advanced by the Assembly Education committee where it remains pending amendments. The first round of amendments were even more harmful to charters but rumor "on the hill" is that more sensible amendments will be proposed imminently.**

What can you do to help? Reach out to your representatives and loudly voice support for SB 414 while also voicing your concerns over AB 84.

Contra Costa School of Performing Arts FY2024-25 Financial Update

Budget vs Actuals	Second Interim Budget	Actuals as of 5/31/2025	% of Budget
Revenues			
LCFF State Revenue	2,869,404	2,801,726	98%
Federal Revenues	192,577	174,535	91%
Other State Revenues	610,229	548,325	90%
Local Revenue	224,666	450,743	201%
TTL Revenues	3,896,876	3,975,329	102%
Expenditures			
Certificated Salaries	1,562,469	1,415,330	91%
Classified Salaries	572,431	483,055	84%
Benefits	609,486	538,645	88%
Books & Supplies	520,353	449,976	86%
Services & Operations	1,003,566	971,243	97%
Capital Outlay	14,539	-	0%
Other Outgo	904,950	829,538	92%
Total Expenditures	5,187,794	4,687,785	90%
Operating Income/(Loss)			
	(1,290,918)	(712,456)	92%



Contra Costa School of Performing Arts FY2024-25 Financial Update

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 5/31/2025	% of Budget
Revenue					
LCFF Revenue					
	8011	LCFF Current Year	1,463,651	1,362,744	93%
	8012	Education Protection Account State Aid Current Year	46,322	39,245	85%
	8019	Unrestricted Revenue Prior Year	-	817	0%
	8096	In-Lieu-Of Property Taxes	1,359,431	1,398,920	103%
Total LCFF Revenue			2,869,404	2,801,726	98%
Federal Revenue					
	8181	Special Education Entitlement	46,265	-	0%
	8182	Special Education Discretionary Grants	-	-	0%
	8220	Child Nutrition Programs	71,910	100,049	139%
	8290	All Other Federal Revenue	63,310	74,486	118%
	8295	Prior Year Unrestricted Revenue	11,092	-	0%
Total Federal Revenue			192,577	174,535	91%
Other State Revenue					
	8311	Other State Apportionments Current Year	216,779	184,991	85%
	8520	Child Nutrition	194,989	178,148	91%
	8550	Mandated Cost Reimbursements	11,237	11,237	100%
	8560	State Lottery Revenue	67,113	47,829	71%
	8590	All Other State Revenue	120,112	126,120	105%
Total Other State Revenue			610,229	548,325	90%
Local Revenue					
	8660	Interest	20,000	22,838	114%
	8695	CTEIG - Local Revenue	21,435	-	0%
	8698	Other Revenue (Suspense)	502	502	100%
	8699	All Other Local Revenue	182,729	427,404	234%
Total Local Revenue			224,666	450,743	201%
Total Revenue			3,896,876	3,975,329	102%

Contra Costa School of Performing Arts
FY2024-25 Financial Update

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 5/31/2025	% of Budget
Expenditures					
Certificated Compensation					
	1100	Certificated Teachers' Salaries	1,080,643	1,016,864	94%
	1130	Substitute Teacher Salaries	69,077	25,524	37%
	1150	Certificated Extra Duty	24,750	21,317	86%
	1200	Certificated Pupil Support Salaries	118,387	104,597	88%
	1300	Certificated Supervisors' and Administrators' Salaries	269,612	247,028	92%
	1900	Other Certificated Salaries	-	0	0%
Total Certificated Compensation			1,562,469	1,415,330	91%
Classified Compensation					
	2100	Classified Instructional Salaries	118,622	79,912	67%
	2130	Classified Substitute Salaries	7,500	6,165	82%
	2150	Classified Extra Duty	-	319	0%
	2200	Classified Support Salaries	23,520	14,992	64%
	2300	Classified Supervisors' and Administrators' Salaries	267,279	237,917	89%
	2400	Clerical, Technical, and Office Staff Salaries	154,234	139,560	90%
	2900	Other Classified Salaries	1,276	638	50%
	2950	Other NonCertificated Stipend	-	3,552	0%
Total Classified Compensation			572,431	483,055	84%
Employee Benefits					
	3101	State Teachers' Retirement System, certificated positions	298,196	303,716	102%
	3212	Voluntary Retirement	4,644	4,132	89%
	3301	OASDIMedicareAlternative, certificated positions	22,656	41,749	184%
	3302	OASDIMedicareAlternative, classified positions	43,742	-	0%
	3401	Medical Cert	132,871	104,427	79%
	3402	Medical Classified	68,373	49,409	72%
	3501	State Unemployment Insurance, certificated positions	4,499	7,738	172%
	3502	State Unemployment Insurance, classified positions	2,492	-	0%
	3601	Workers' Compensation Insurance, certificated positions	23,437	21,639	92%
	3602	Workers' Compensation Insurance, classified positions	8,577	5,834	68%
Total Employee Benefits			609,486	538,645	88%

Contra Costa School of Performing Arts

FY2024-25 Financial Update

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 5/31/2025	% of Budget
Books, Materials, & Supplies					
	4300	Materials and Supplies	35,378	44,324	125%
	4310	Materials and Supplies Software	5,108	8,705	170%
	4315	Instructional Materials & Supplies	-	823	0%
	4320	Educational Software	67,259	67,394	100%
	4390	Materials - Suspense	1,997	2,324	116%
	4400	Noncapitalized Equipment	15,611	15,611	100%
	4420	Non-Classroom Furn, Equip, & Supplies	-	-	0%
	4700	Student Food	395,000	310,795	79%
Total Books, Materials, & Supplies			520,353	449,976	86%
Outside Services & Other Operating Costs					
	5100	SpEd Contractors	12,126	63,360	523%
	5200	Travel and Conferences	850	850	100%
	5300	Dues and Memberships	23,373	24,368	104%
	5400	Insurance	67,221	68,924	103%
	5500	Operations and Housekeeping Services	4,043	6,409	159%
	5510	Utilities	231,000	168,979	73%
	5520	Water/Sewer/Waste	-	6,736	0%
	5535	Custodial, Janitorial, Gardening Services	90,000	89,998	100%
	5610	Facilities Rents and Leases	165,000	151,250	92%
	5615	Other Space Rental	(450)	(450)	0%
	5620	Equipment Leases	13,544	14,585	108%
	5630	Maintenance & Repairs	17,941	20,681	115%
	5800	Professional Services - Non-instructional	32,644	56,631	173%
	5810	Legal	30,000	23,428	78%
	5820	Audit & CPA	12,700	6,750	53%
	5825	Business Services	111,061	111,529	100%
	5835	Field Trips	-	9,185	0%
	5836	Fundraising Expenses	50	50	100%
	5840	Advertising & Recruitment	32,068	32,085	100%
	5850	Oversight Fees	28,694	-	0%
	5860	Other Service Fees	21,365	54,188	254%

Contra Costa School of Performing Arts FY2024-25 Financial Update

Budget vs Actuals	Code	Description	Second Interim Budget	Actuals as of 5/31/2025	% of Budget
	5870	Live Scan	88	88	100%
	5880	Professional Services - Instructional	69,467	28,658	41%
	5881	Software	5,000	-	0%
	5887	Technology Services	26,060	26,464	102%
	5900	Communications	9,721	6,496	67%
Total Outside Services & Other Operating Costs			1,003,566	971,243	97%
Capital Expenditures					
	6900	Depreciation Expense	14,539	-	0%
Total Capital Expenditures			14,539	-	0%
Other Outgo					
	7438	Interest Expense - Long Term	904,950	829,538	92%
Total Other Outgo			904,950	829,538	92%
Total Expenditures			5,187,794	4,687,785	90%
Operating Income/Loss			(1,290,918)	(712,456)	92%

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

Description	24-25 Second Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		375,180	698,869	776,588	770,626	565,178	653,229	655,093	731,932	806,838	725,586	566,651	601,046		
CASH INFLOWS															
REVENUES															
LCFF State Aid	1,463,651	-	-	99,620	99,620	179,315	179,315	179,315	179,315	179,315	88,809	88,809	88,809	187,946	1,550,189
Education Protection Account	46,322	-	-	-	-	16,389	-	-	16,389	-	6,467	-	-	10,361	49,606
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	454	362	455	454	-	1,726
In-Lieu-Of Property Taxes	1,359,431	-	115,434	230,869	153,913	153,913	153,913	153,913	209,233	-	113,866	113,866	56,895	-	1,455,815
Other Federal Revenues	192,577	-	-	21,179	9,475	10,376	33,352	7,095	70,475	7,644	7,261	7,678	7,528	10,514	192,577
Other State Revenues	610,229	31,371	20,384	31,546	28,355	44,704	89,381	92,955	51,705	41,021	78,657	38,247	10,000	51,904	610,229
Local Revenues	224,666	12,155	6,991	8,629	9,092	99,200	29,413	23,526	7,795	58,346	20,687	174,909	-	-	450,743
TOTAL REVENUES	3,896,876	43,525	142,809	391,842	300,454	503,897	485,374	456,805	534,913	286,781	316,109	423,964	163,687	260,725	4,310,886
EXPENDITURES															
Certificated Salaries	1,562,469	38,967	152,836	146,034	141,657	145,508	151,941	129,919	126,556	126,341	128,536	127,033	127,033	-	1,542,363
Classified Salaries	572,431	21,137	46,889	49,862	49,752	53,013	46,551	43,595	41,532	43,914	44,346	42,464	42,464	-	525,519
Benefits	609,486	15,840	57,789	54,385	53,936	49,280	55,077	54,755	49,557	49,324	49,578	49,122	49,121	21,721	609,486
Books & Supplies	520,353	3,709	12,014	156,375	47,856	47,203	1,469	65,153	1,330	36,338	42,203	36,326	36,326	34,052	520,353
Services & Operations	1,003,566	128,767	65,493	130,050	102,360	73,172	69,146	77,384	66,100	62,523	95,829	100,420	111,893	-	1,083,135
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
TOTAL EXPENSES	5,187,794	283,833	410,433	612,119	470,974	443,589	399,597	446,220	360,487	393,851	435,905	430,778	456,788	55,772	5,200,346
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		673,245	40,864	103,686	22,907	-	-	1,227	3,725	-	1,571	-	-	-	847,225
Net Change in Payables		(109,249)	(45,520)	110,627	(57,834)	27,743	(83,914)	65,026	(103,245)	25,818	(40,710)	41,208	-	-	(170,049)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Inflows/(Outflows)		-	350,000	-	-	-	-	-	-	-	-	-	(14,340)	-	335,660
NET INFLOWS/OUTFLOWS		563,997	345,344	214,314	(34,927)	27,743	(83,914)	66,253	(99,520)	25,818	(39,139)	41,208	199		
ENDING CASH BALANCE		698,869	776,588	770,626	565,178	653,229	655,093	731,932	806,838	725,586	566,651	601,046	308,144		
Days Cash On Hand		49	55	54	40	46	46	52	57	51	40	42	22		

Contra Costa School of Performing Arts
2024-25 Second Interim 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		308,144	357,465	344,415	331,365	318,315	305,265	231,321	231,321	231,321	231,321	231,321	231,321		
CASH INFLOWS															
REVENUES															
LCFF State Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Education Protection Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EXPENDITURES															
Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Books & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Services & Operations	-	17,800	13,050	13,050	13,050	13,050	27,075	-	-	-	-	-	-	(97,075)	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	-	17,800	13,050	13,050	13,050	13,050	27,075	-	-	-	-	-	-	(97,075)	-
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		122,894	-	-	-	-	-	-	-	-	-	-	-		122,894
Net Change in Payables		(55,772)	-	-	-	-	(46,869)	-	-	-	-	-	-		(102,641)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-		-
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-		-
NET INFLOWS/OUTFLOWS		67,121	-	-	-	-	(46,869)	-	-	-	-	-	-		
ENDING CASH BALANCE		357,465	344,415	331,365	318,315	305,265	231,321	231,321	231,321	231,321	231,321	231,321	231,321		
Days Cash On Hand		-	-	-	-	-	-	-	-	-	-	-	-		

Coversheet

Contract Review

Section:	VI. Finance
Item:	B. Contract Review
Purpose:	Vote
Submitted by:	
Related Material:	COCOSPA-DMS Closure Agreement V2.pdf

AGREEMENT FOR
CHARTER SCHOOL CLOSURE SERVICES

DATED AS OF MAY 8, 2025

THIS IS AN AGREEMENT FOR SERVICES between **CONTRA COSTA SCHOOL OF PERFORMING ARTS**, to which reference is made herein as the “School,” and **DELTA MANAGED SOLUTIONS, INC.**, to which reference is made herein as “DMS,” in connection with closure activities to be provided by DMS to the School.

1. **Employment.** The School hereby employs DMS to perform, as requested by the School, services in connection with the closure and dissolution of the School.
2. **Representations of DMS.** DMS hereby represents the following:
 - A. DMS shall not receive a fee from any source other than the School for the services in the Scope of Services attached to this Agreement, except as may be disclosed in writing and has no arrangement with respect thereto with any party other than the School regarding the services in the Scope of Services attached.
 - B. DMS is an independent private business and is not acting in any other professional capacity than as represented in this Agreement and the Scope of Services attached hereto, other than existing contracted services for the School.
3. **Agreements of DMS.** DMS hereby agrees as follows:
 - A. DMS will provide, as requested by the School, the services set forth in the Scope of Services attached hereto.
 - B. In providing such services, DMS will make available the experience of its organization so as to represent the School effectively.
4. **Term of the Agreement.** The term of this Agreement shall be nine (9) months, for the period beginning on **July 1st, 2025** and ending on **March 31st, 2026**.
5. **Compensation.**
 - A. **School Closure Services Fee.** The School shall pay to DMS compensation of **\$38,370** for all school closure activity services performed during the Agreement Term, not including any corporate dissolution services. Pursuant to Section 8, Termination in the event of termination of this Agreement, this services fee may be eligible to rebate. The services fee is due and payable on **June 30, 2025** to coincide with the School’s last audited fiscal year.
 - B. **Corporate Dissolution Services Fee.** In the event the School elects to dissolve its non-profit corporation, the School shall pay to DMS compensation of **\$14,025** for all corporate dissolution agent services performed during the Agreement Term. The School must notify DMS in writing that it has elected to dissolve, and the services fee is due and payable within thirty (30) days of the written notice.

C. **Non-Scope of Services Requests.** Additional services not included in the Scope of Services attached hereto, including but not limited to special requests from the School's authorizer and/or other agencies related to school operational, school closure, or corporate dissolution activities, are available at an additional cost to be paid by the School. The fee for such services shall be \$275/hour for executive/department head-level DMS support and \$145/hour for other DMS support, which shall be invoiced and paid monthly upon receipt of invoice. In the event any such request comes from an entity other than the School, DMS shall get written authorization from the School before performing any such services.

D. **Out-of-Pocket and Travel Costs.** Out-of-pocket costs, including travel, postage, and other out-of-pocket expenses are included in the services fees.

6. **Existing Backoffice Services Agreement.** The existing contract for business services will stay in affect as is for the term of that contract ending June 30th, 2025.
7. **Entire Agreement; Amendments.** All discussions, negotiations and prior agreements between the School and DMS regarding the services to be provided during the Term of this Agreement are merged into this Agreement. This Agreement is the entire agreement between the parties respecting the subject matter hereof. This Agreement may be amended only in writing. This Agreement is renewable by Amendment, subject to all terms and conditions herein unless otherwise agreed by the parties.
8. **Assignment.** This Agreement may not be assigned by either party hereto without the written consent of the other party.
9. **Termination.** Either party hereto may terminate this Agreement for cause, determined as a material breach prohibiting the accomplishment of the parties' objectives upon entering into this Agreement, upon thirty (30) days written notice to the other party. Upon such termination, DMS shall return the pro-rated unused portion of the School Closure Services Fee according to the following schedule:

Termination Date:	Amount of Fee Rebated to School
8/1/25 – 08/31/25	50%
09/1/25 – 11/31/25	25%
After 11/31/25	No Rebate

10. **Information.**

- A. **Ownership and Accuracy.** The School, its officials, staff, and board will be providing DMS various data, records, studies, computer print-outs and other information and representations as to the facts relating to the School and its operations. DMS will be using and relying upon such data, records, studies, computer print-outs and other information in the preparation of DMS' work products. All such data, records, studies, computer print-outs and other information, and compilations created therefrom, are considered as and shall remain the property of the School. DMS shall not be obligated to establish or verify the accuracy or completeness of the information furnished to DMS by the School, its officials, staff, or board, and DMS bears no liability in the event any such information is deemed to be false, misleading or inaccurate or otherwise violates any law, regulation or order. In the event of any such determination, the School shall defend, indemnify and hold DMS harmless from and against any claim, suit, proceeding or loss,

damages, or liability of any kind related to the information provided by the School, its officials, staff, and board to DMS.

- B. **Confidentiality**. The School and DMS agree that each will ensure no use, dissemination, or disclosure of any confidential information of the other party to any person, firm or business, except as necessary to perform obligations or exercise rights or privileges set forth in this Agreement and the Scope of Services, attached hereto, and then only as agreed by the parties. Each party agrees it will receive all confidential information in trust and confidence and it will treat all confidential information with the same degree of care as it accords to its own confidential information of like sensitivity, but in no event less than a reasonable level of care.
11. **Standards**. DMS shall perform its services pursuant hereto in accordance with competent professional standards. The liability of DMS to the School for any breach of those professional standards arising out of or related to this Agreement or the services performed hereunder shall not exceed the fees paid or payable under this Agreement. DMS shall retain all records relating to the School according to a Document Retention Policy approved by the School and provided to DMS; if no such policy is provided, DMS shall retain records as per California Education Code and the California Code of Regulations as it pertains to school records.
12. **Severability**. If any provision of this Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.
13. **Waiver**. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter unless otherwise agreed by the parties in writing; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself unless otherwise agreed by the parties in writing.
14. **Counterparts; Facsimile**. This Agreement may be signed in counterparts and shall be effective against signatures by facsimile.
15. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of California.
16. **Independent Contractor**. DMS' relationship to the School is that of an independent contractor.
17. **Government Code**. DMS and its representatives are not public officials or participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code. No actions or opinions necessary for the performance of DMS' duties under this Agreement will cause DMS to be a public official or to be participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code.

(Signature Page to follow)

Delta Managed Solutions, Inc.
Page 4 of 12

IN WITNESS WHEREOF, this Agreement has been executed and delivered for and in the names and on behalf of the School and DMS as of the date set forth above.

CONTRA COSTA SCHOOL OF PERFORMING ARTS

DELTA MANAGED SOLUTIONS, INC.

By: _____

By: _____

Name: _____

Name: Joanne Fountain

Title: _____

Title: Chief Executive Officer

CONTRA COSTA SCHOOL OF PERFORMING ARTS/ DELTA MANAGED SOLUTIONS, INC.
SCOPE OF SERVICES

DMS shall perform School Closure Agent services as described below:

1. Assist the School in completing required notification procedures regarding closure to appropriate governmental entities and vendors (see below for parent notifications);
2. Assist the School in developing a closure timeline outlining necessary steps in school closure;
3. Act as the School's agent for employee, vendor and creditor contact following closure date;
4. Ensure ongoing payments (payroll) to On-Site Agent (see below) for approved term of service;
5. Receive and process all post-operational valid invoices (storage, final audit, etc.)
6. Prepare, file and pay all post -closing payroll, tax reporting, including W-2's for the 2025 calendar year;
7. Maintain payroll records for a five-year period and coordinate with the California Employment Development Department regarding unemployment claims and related communications;
8. Provide the School with a complete listing of known assets and liabilities, to allow the School's governing board to select prioritization of payments;
9. Assist School in development of an asset liquidation/repossession plan for all remaining assets;
10. Complete final reporting to CalSTRS/CalPERS of all necessary retirement reporting for all staff and close reporting accounts.

School shall be responsible for the following on-site closure services, appointing an on-site agent to coordinate on-site closure activities, including but not limited to:

1. Preparing and mailing closure notification to all students/parents;
2. Delivering all student records to COE or CDE upon closure;
3. Acting as student/parent liaison to resolve issues with proper transfer of student records and class credit to successor schools;
4. Expediting vacancy date from school location to minimize ongoing liability;
5. Ensuring sufficient security of school campus and property until vacancy;
6. Coordinating return of all School assets from parents/students/resource centers and storing all physical assets in a secure single location for inventory and valuation purposes.
7. Coordinating physical liquidation of assets, including ID tagging and tracking of assets, soliciting potential buyers, coordinating inspections, etc.

IN THE EVENT THE SCHOOL ELECTS FOR DMS TO PERFORM NON-PROFIT CORPORATE DISSOLUTION AGENT SERVICES PURSUANT TO SECTION 5.B., DMS SHALL PERFORM DISSOLUTION AGENT SERVICES AS FOLLOWS:

1. Assist the School in developing a closure timeline outlining necessary steps for dissolution of the School's non-profit corporation;
2. Close payroll tax reporting accounts;

Delta Managed Solutions, Inc.

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3. Assist the School in development of an asset liquidation/repossession plan for all remaining assets, and liquidation of such assets at maximum realizable fair market value;
4. Following payment of all outstanding liabilities and liquidation of all assets, coordinate transfer of net assets in compliance with School corporate bylaws;
5. Following completion of asset liquidation, liability reduction and transfer of net assets, complete final accounting records for the School and coordinate with the School's independent Certified Public Accountant (CPA) for final audit and filing of IRS Form 990 and FTB Form 199 with the Internal Revenue Service (IRS) and Franchise Tax Board (FTB) respectively. The CPA is responsible for preparation of all such forms, and the cost of the CPA audit is a separate fee to be charged directly to the School by the auditing firm;
6. Following complete liquidation and transfer of assets and completion of final audit, complete closure of all operating bank accounts.

IN THE EVENT THE SCHOOL ELECTS FOR DMS TO PERFORM NON-PROFIT CORPORATE DISSOLUTION AGENT SERVICES PURSUANT TO SECTION 5.B., SCHOOL SHALL BE RESPONSIBLE FOR THE FOLLOWING ON-SITE CLOSURE SERVICES AND SHALL APPOINT AN ON-SITE AGENT FOR A MINIMUM OF 30 DAYS TO COORDINATE ON-SITE DISSOLUTION ACTIVITIES:

1. Coordinating physical liquidation of assets, including ID tagging and tracking of assets, soliciting potential buyers, coordinating inspections, and all other actions necessary to complete physical liquidation of the School's assets.

Addendum A

The following is for reference purposes only.

Excerpt from Charter Renewal Petition for Contra Costa School of Performing Arts

ELEMENT 15

Closure Procedures:

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. Education Code Section 47605(c)(5)(O)

Closure of the Contra Costa School of Performing Arts will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

SPA will promptly notify parents and students of SPA, the Contra Costa County Office of Education, SPA's SELPA, the retirement systems in which SPA's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

SPA will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close SPA.

SPA will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, SPA will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the County to store original records of SPA students. All student records of SPA shall be transferred to the County upon Charter School

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Addendum B

The following is for reference purposes only.

DISSOLUTION CHECKLIST FOR CHARTER SCHOOL CORPORATION

INITIAL DECISIONS AND PLANS TO BE MADE BY THE CORPORATION

The charter school corporation (“Corporation”) must prepare a plan for the disposition of its assets in connection with the dissolution. We have not reviewed the Corporation’s Articles of Incorporation (“Articles”), but we anticipate that its Articles provide (or something to a similar effect) that, upon dissolution, the assets of the Corporation may be distributed to one or more nonprofit funds, foundations or corporations organized and operated exclusively for educational purposes. In addition, the Corporation Board must either pay, or provide for the payment of, all corporate debts and liabilities.

In connection with the asset disposition plan, the Corporation should review in detail all contracts, agreements and other instruments currently in force, if any, to determine which can be terminated or cancelled and which can be assigned to the tax-exempt entity receiving the assets in dissolution. In some case the contracts and/or agreements may require the consent of the other contracting parties before an assignment can be made.

After the Corporation has formulated the foregoing plan for disposition of its assets, the following procedural steps for dissolution must be taken.

PROCEDURAL STEPS FOR IMPLEMENTING THE LIQUIDATION/DISSOLUTION OF CORPORATION

The Corporation Board must approve the wind up, dissolution and the asset distribution plan. If Corporation has any statutory members, those statutory members must also approve the dissolution. (Corp. Code § 6610, subd. (b)(3).)

[We will provide a resolution approving and adopting a plan of complete liquidation. In order to do so, we need a copy of the Corporation’s asset distribution plan (i.e., a list of where the assets will go, and any outstanding contract or other obligations). Please also provide an endorsed-filed copy of Corporation’s Articles of Incorporation, including any amendments, and current bylaws.]

After adoption of the resolution, the Corporation must complete and file a Certificate of Election to Wind Up and Dissolve with the California Secretary of State. (See Corp. Code § 6611. Note this step is *not* required if the dissolution was approved by a vote of *all* the members of the board and a statement to that effect is added to the Certificate of Dissolution described in item 8 below.)

[We will provide a certificate (if necessary) to be executed and sent to the California Secretary of State's Office by certified mail with return receipt requested.]

In addition, the Corporation Board must also arrange to give written notice of the commencement of the dissolution to all known creditors and claimants whose addresses appear on the records of the corporation. (Corp. Code § 6613.) It is extremely important that every reasonable effort be made to identify and pay legitimate creditors of the Corporation in order to comply with the requirements of the Code.

[Please provide a list to us of known creditors and claimants (including mailing addresses, the amount and nature of the claim), and any prior notices. We will prepare and send notices to these creditors and claimants with the information required by the statute. These notices will state a date not less than 120 days from the effective date of the notice by which the Corporation must receive the claim.]

In addition, the Corporation Board must also arrange to give written notice of the commencement of the dissolution to the California Attorney General and the Corporation must request that the Attorney General waive any objections he or she may have to distribution of the Corporation's assets remaining after all the Corporation's debts have been paid or provided for. Along with the letter, the Corporation must provide the Attorney General with (a) a current, detailed balance sheet of the Corporation's assets and liabilities, (b) the name, address and telephone number of the recipient(s) of the assets of the Corporation, (c) an itemized listing of the assets to be distributed, (d) the proposed date of the distribution, (e) any restrictions on the use of the assets to be distributed, (f) a copy of the recipient's(s') Articles of Incorporation or trust instrument, (g) a copy of the Corporation's filed federal Forms 990 for the three most recent accounting periods, (h) a signed copy of the Certificate of Election to Wind-up and Dissolve, and/or a signed Certificate of Dissolution prepared for submission to the Secretary of State, and (i) an endorsed-filed copy of the Corporation's Articles of Incorporation (including any amendments). (Corp. Code § 6613, 6716, subd. (c); see Attorney General's Office, Registry of Charitable Trusts, "General Guide for Dissolving A California Nonprofit Corporation" Form CT-603 (02/11).)

[We will prepare and send this notice and request for waiver to the California Attorney General. Please provide us with the supporting documents. Please note that the Corporation will be responsible for completing and filing its final tax returns.]

The Corporation must also make a determination concerning whether any of the assets on the balance sheet are proceeds of, or were purchased with proceeds of, restricted funds or gifts, or whether any of the assets consist of any proceeds of fund-raising campaigns through which special representations concerning the use of such proceeds were made to the donors thereof. Such assets may require their return, transfer or conveyance. (Corp. Code § 6715.)

[If there are restricted funds, we will need this list.]

Before the Corporation's assets are distributed, the Corporation Board must either pay or provide for the payment of all corporate debts or liabilities. (Corp. Code § 6714.)

After the foregoing steps have been completed and the Corporation has received the waiver from the Attorney General, the transfer of assets in accordance with the distribution plan will "close." The assets will continue to be impressed with the charitable trust of the Corporation, which means they must be used by the new entity for "educational activities."

Last, at least a majority of the directors must sign and file a Certificate of Dissolution with the California Secretary of State (along with the waiver from the Attorney General) finally dissolving the Corporation. (Corp. Code § 6615.)

[We will provide this form which will need to be signed by the Corporation's directors and mailed to the Secretary of State by certified mail with return receipt requested.]

SUMMARY OF DOCUMENTATION REQUIRED

Resolutions of the Corporation's Board of Directors to dissolve the Corporation and approve the asset distribution plan, and documents to accomplish the distribution of assets (and assignment of contracts, if necessary) to nonprofit;

[We will prepare these resolutions and documents, with information from the Corporation. The Corporation must provide to us:

- (a) an asset distribution plan (i.e., a list of where the assets will go, and any outstanding contract or other obligations),***
- (b) a list of any restricted assets or funds,***
- (c) an endorsed-filed copy of the Corporation's Articles of Incorporation, including any amendments, and***
- (d) the Corporation's current bylaws .]***

Certificate of Election to Wind Up and Dissolve by the Corporation (unless resolutions adopted unanimously);

[We will provide this form.]

Notice to Creditors of Commencement of Proceedings of the Corporation to Wind Up and Dissolve;

[We will prepare based on information from the Corporation. The Corporation must provide to us a list of known creditors and claimants (including mailing addresses, the amount and nature of the claim), and any prior notices.]

Letter to Attorney General (and additional required documents); and

[We will prepare the letter itself, and the Corporation must provide to us the supporting documents including:

- (a) a current, detailed balance sheet of the Corporation's assets and liabilities,*
- (b) the name, address and telephone number of the recipient(s) of the assets of the Corporation,*
- (c) an itemized listing of the assets to be distributed,*
- (d) the proposed date of the distribution,*
- (e) any restrictions on the use of the assets to be distributed,*
- (f) a copy of the recipient's(s') Articles of Incorporation or trust instrument,*
- (g) a copy of the Corporation's filed federal Forms 990 for the three (3) most recent accounting periods,*
- (h) a signed copy of the Certificate of Election to Wind-up and Dissolve, and/or a signed Certificate of Dissolution prepared for submission to the Secretary of State, and*
- (i) an endorsed-filed copy of the Corporation's Articles of Incorporation (including any amendments).]*

Certificate of Dissolution of the Corporation.

[We will provide this form.]

Coversheet

Executive Summary

Section:	VII. Other Business
Item:	A. Executive Summary
Purpose:	Discuss
Submitted by:	
Related Material:	Executive Summary June 2025.pdf

Executive Summary

Prepared by Catherine Foster

June 9, 2025

ED Priorities:

- Enrollment/Financial Sustainability
- Climate and Culture
- Academic Achievement

Enrollment:

Grade	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
6th	41	41	41	39	36	37	33	32	32	32	32
7th	64	61	61	60	60	61	60	59	56	56	56
8th	55	54	53	52	52	49	47	47	48	48	48
9th	54	47	45	45	45	43	39	38	38	38	38
10th	28	26	26	25	25	23	21	21	20	20	19
11th	32	33	33	31	30	25	23	23	23	24	24
12th	23	23	23	23	23	23	23	23	23	23	23
Total	297	285	282	275	271	261	246	243	240	241	240

Attendance:

Contra Costa School of Performing Arts
08/08/2024 to 06/05/2025 = 180 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
6	0	44	0	12	32	7920	0	1520	449.00	5951.00	33.06	92.98%
Subtotal	0	44	0	12	32	7920	0	1520	449.00	5951.00	33.06	92.98%
7	0	67	0	11	56	12060	0	1534	465.00	10061.00	55.89	95.58%
8	0	58	1	10	48	10260	0	1251	521.00	8488.00	47.16	94.22%
Subtotal	0	125	1	21	104	22320	0	2785	986.00	18549.00	103.05	94.95%
9	0	56	0	18	38	10080	0	2447	519.00	7114.00	39.52	93.20%
10	0	28	0	9	19	5040	0	915	180.00	3945.00	21.92	95.64%
11	0	38	0	14	24	6840	0	1957	431.00	4452.00	24.73	91.17%
12	0	23	0	0	23	4140	0	0	378.00	3762.00	20.90	90.87%
Subtotal	0	145	0	41	104	26100	0	5319	1508.00	19273.00	107.07	92.74%
Grand Total	0	314	1	74	240	56340	0	9624	2943.00	43773.00	243.18	93.70%

Enrollment/Fiscal Sustainability

- Finished with cash on hand

Climate and Culture

- After the Inbetween (last theater performance) - May 22-25
- Neverland (last dance performance) - May 25
- Director's Awards - May 27
- Instrumental/Vocal - May 29
- Celebration Week for MS
- Promotion - May 30
- Final Bow - May 31
- Celebration Week for HS
- Graduation - June 5

Academic Achievement

- 23 senior grads
- 18 early grads

Student Council

- Great job on the celebrations and EOY events.

Events update

- June 5 - last day for students and most staff
- June 12 - Report Cards and HS Transcripts sent home
- June 24 - last day for office staff
- June 26 - last day for admin staff