



Contra Costa School of Performing Arts

Special Board Meeting

Date and Time

Wednesday October 22, 2025 at 4:00 PM PDT

Location

Virtual

Charthouse Public Schools

Board Meeting

Date and Time:

Wednesday, October 22, 2025 at 4:00 PM PDT

Location:

Google Meet Link: CCSPA/ChartHouse Board of Directors Meeting

Video call link: meet.google.com/ddi-swfq-nym

1070 W Grove Street
Boise, ID 83702

4040 Hope Avenue
Concord, CA 94521

4320 E Summer Lake Drive
Oakley, CA 94561

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 catherine.foster@cocospa.org.

Agenda

	Purpose	Presenter	Time
I.	Opening Items		4:00 PM
A.	Call the Meeting to Order	Heather Vega	1 m
B.	Record Attendance	Catherine Foster	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		4:04 PM
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Speakers will be given three (3) minutes for items <i>on</i> the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.			
A.	Items on the Agenda Public Comment regarding items on the agenda.	FYI Heather Vega	1 m
III.	Consent Agenda		4:05 PM
Approve the items presented in one motion.			
A.	Approve Minutes from September Meeting. Vote on the minutes from September 22, 2025.	Vote Heather Vega	1 m
IV.	Closed Session		4:06 PM
A.	Conference with Real Property Negotiations 2730 Mitchell Drive	Discuss Heather Vega	10 m
B.	Conference with Legal Counsel – Existing Litigation	Discuss Catherine Foster	10 m
V.	Report out on Closed Session		
VI.	Other Business		4:26 PM
A.	2730 Mitchell Drive Resolution to Sell Vote on resolution authorizing us to move forward with the sale agreement and naming Heather Vega as an authorized signatory.	Vote Heather Vega	10 m
B.	Review At Will Contract for the Executive Director Review wording regarding amount of time allocated to work each month.	Vote Heather Vega	5 m

	Purpose	Presenter	Time
VII. Closing Items			4:41 PM
A. Adjourn Meeting		Heather Vega	1 m

Coversheet

Approve Minutes from September Meeting.

Section:	III. Consent Agenda
Item:	A. Approve Minutes from September Meeting.
Purpose:	Vote
Submitted by:	
Related Material:	2025_09_22_board_meeting_minutes.pdf

DRAFT



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Monday September 22, 2025 at 5:00 PM

Location

Virtual Charthouse Board Meeting meet.google.com/ddi-swfq-nym

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Monday, September 22, 2025 at 5:00 PM PDT

Location:

Google Meet Link: CCSPA/ChartHouse Board of Directors Meeting

Video call link: meet.google.com/ddi-swfq-nym

2730 Mitchell Drive
Walnut Creek, CA 94598

505 Allegheny Drive
Walnut Creek, CA 94598

4040 Hope Avenue
Concord, CA 94521

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Directors Present

G. Ponikvar, H. Vega

Directors Absent

None

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

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 Sep 22, 2025 at 5:02 PM.

B. Record Attendance

C.

Establish a Quorum

D. Agenda Review and Adoption

II. Consent Agenda

A. Consent Agenda Items

H. Vega made a motion to approve the minutes from Board Meeting on 06-09-25.

G. Ponikvar seconded the motion.

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

III. Finance

A. Unaudited Financials

H. Vega made a motion to Vote on unaudited actuals.

G. Ponikvar seconded the motion.

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

B. Financial Report

IV. Other Business

A. Dissolution Resolution

H. Vega made a motion to Approve the Dissolution Resolution.

G. Ponikvar seconded the motion.

With incorporation of the dissolution date as the 31st of December, 2025 as well as the addition of any edits from the attorney.

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

B. Contract Review

H. Vega made a motion to Approve any changed to the contract with Colliers.

G. Ponikvar seconded the motion.

Pending approval from Seth Kempler at Rosemawr.

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

V. 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 5:45 PM.

Respectfully Submitted,

H. Vega

Coversheet

Review At Will Contract for the Executive Director

Section: VI. Other Business
Item: B. Review At Will Contract for the Executive Director
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: _____