



## Community School for Creative Education

### CSCE Board Meeting - Monday, April 18th, 2022

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#### Date and Time

Monday April 18, 2022 at 6:00 PM PDT

#### Location

Join Zoom Meeting

<https://zoom.us/j/95930595187?pwd=OTVYM1IFNG5YNTVjRk9tTEJwM1Nkdz09>

Meeting ID: 959 3059 5187

Passcode: CSCE2111

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#### **Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)**

The healing social life is found when in the mirror of each human being the whole community finds its reflection, and when in the community the strength of each one is living.

La vida social saludable se encuentra cuando en el espejo de cada ser humano la comunidad entera se encuentra reflejada y en la comunidad vive la virtud de cada uno.

افش شخب یترشاعم یگدنز سا تقو یناپ یتاج ےہ بج رہ ناسنا ےک ےنیںا یم یروپ  
یردارب سا یک یساکع یترک ےہ، روا بج ےرشاعم یم رہ کیا یک تقاط بدنز یتہر- ےہ

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	Purpose	Presenter	Time
3. Raúl Alcantar			
<b>B. Call the Meeting to Order</b>		Anastasia Prentiss	1 m
<b>C. Agenda Approval</b>	Vote	Anastasia Prentiss	1 m
<b>D. Public Comment</b>	Discuss	Anastasia Prentiss	5 m
<b>II. Consent Agenda</b>			<b>6:09 PM</b>
<b>A. Resolution of Findings under AB 361</b>	Vote	Adrienne Barnes	1 m
<p>The Board of Trustees of Community School for Creative Education, in regards to AB 361, has reconsidered the circumstances of the State of Emergency and makes this finding that the State of Emergency continues to directly impact the ability of members as well as the community to meet safely in person. Therefore, let it be resolved that meetings for the next 30 days forward from the date of this Resolution, for the Community School for Creative Education Board of Trustees and its committees, will continue to take place exclusively via teleconference.</p>			
<b>B. Approve Minutes - Board Meeting - Monday, March 7th, 2022</b>	Approve Minutes	Anastasia Prentiss	1 m
<b>C. March 2022 Check Register</b>	Vote	Anastasia Prentiss	2 m
<b>III. Business</b>			<b>6:13 PM</b>
<b>A. Approve Consent Agenda</b>	Vote	Anastasia Prentiss	1 m
<b>IV. Board Committee Updates</b>			<b>6:14 PM</b>
<b>A. Governance Committee</b>	Discuss	Anastasia Prentiss	2 m
<b>B. ED Support &amp; Evaluation Committee</b>	Discuss	Anastasia Prentiss	2 m
<b>C. Development Committee</b>	Discuss	Ida Oberman	5 m

	Purpose	Presenter	Time
<b>D. Academic Excellence Committee</b>	Discuss	Anastasia Prentiss	2 m
<b>E. Finance Committee</b>	Discuss	Anastasia Prentiss	5 m
<b>F. Ad Hoc Facilities Committee</b>	Discuss	Velia Navarro	5 m
<b>V. Governance</b>			<b>6:35 PM</b>
<b>A. Executive Director Report</b>	Discuss	Ida Oberman	10 m
<b>B. Org Chart 2022-23</b>	Vote	Ida Oberman	10 m
<b>C. Job Description Head of Schools 22-23</b>	Vote	Ida Oberman	10 m
<b>D. At Will Agreement Executive Director 22-23</b>	Vote	Anastasia Prentiss	10 m
<b>E. Board Finance Committee Chair</b>	Vote	Anastasia Prentiss	5 m
<b>F. Hiring 2022-23 April '22 Report</b>	Vote	Kimberly Palmore	10 m
<b>G. LCAP 21-22 Update</b>	FYI	Ida Oberman	5 m
<b>H. COVID Report</b>	FYI	Kimberly Palmore	5 m
<b>VI. Finance</b>			<b>7:40 PM</b>
<b>A. Finance Update</b>	FYI	Kimberly Palmore	3 m

**VII. Other Business**

Please RSVP via Board on Track for Upcoming Board Meetings:

- **Mon, April 18th, 2022**
- **Fri, April 22nd, 2022: CSCE Dragon Gala Earth Day Celebration 5pm-8pm**
- **Mon, May 9th, 2022**
- Propose: Retreat Saturday, June 11th or Sunday, June 12th (3 hours 10AM-1PM or 9AM-12PM)

	Purpose	Presenter	Time
<b>VIII. Closing Items</b>			<b>7:43 PM</b>
<b>A. Adjourn Meeting</b>	Vote	Anastasia Prentiss	1 m

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REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Community School for Creative Education, 2111 International Boulevard, Oakland CA 94606 510 686 4131.

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# Coversheet

## Approve Minutes - Board Meeting - Monday, March 7th, 2022

**Section:** II. Consent Agenda  
**Item:** B. Approve Minutes - Board Meeting - Monday, March 7th,  
2022  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for CSCE Board Meeting - Monday, March 7th, 2022 on March 7, 2022



**Objective and 5 BIG GOALS** CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured by NWEA MAP. To achieve this school-wide objective over the next two years, the CSCE has FIVE BIG GOALS

**Goal #1:** Develop Waldorf-inspired, Common Core-aligned and equity-focused curriculum;

**Goal #2:** Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and adult learning outcomes;

**Goal #3:** Maintain a well-operated school environment in Operations, HR and Budget;

**Goal #4:** Maintain effective community outreach (including parents, community partners, policy and research community); and

**Goal #5:** Launch long-term fundraising strategy for scale-up with financial stability

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### Directors Present

A. Barnes (remote), A. Prentiss (remote), G. Lowe (remote), G. Pang (remote), L. Morones (remote), S. Richardson Baker (remote), V. Navarro (remote)

### Directors Absent

M. Candido

### Directors who arrived after the meeting opened

A. Prentiss

### Guests Present

I. Oberman (remote), K. Palmore (remote), R. Alcantar (remote)

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## I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

S. Richardson Baker called a meeting of the board of directors of Community School for Creative Education to order on Monday Mar 7, 2022 at 6:14 PM.

A. Prentiss arrived.

### C. Agenda Approval

A. Prentiss made a motion to Approve Agenda.

G. Lowe seconded the motion.

B. ED Support & Evaluation Committee will be lead by Ms. Richardson Baker

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

#### Roll Call

M. Candido	Absent
S. Richardson Baker	Aye
V. Navarro	Aye
A. Barnes	Absent
G. Lowe	Aye
A. Prentiss	Aye
G. Pang	Aye
L. Morones	Aye

### D.



## Public Comment

### II. Consent Agenda

#### A. Resolution of Findings under AB 361

A. Prentiss made a motion to Approve Resolution of Findings under AB 361.  
G. Lowe seconded the motion.  
The board **VOTED** unanimously to approve the motion.

##### Roll Call

G. Lowe	Aye
L. Morones	Aye
A. Prentiss	Aye
A. Barnes	Absent
M. Candido	Absent
S. Richardson Baker	Aye
G. Pang	Aye
V. Navarro	Aye

#### B. Approve Minutes - Board Meeting - Monday, February 7th, 2022

A. Prentiss made a motion to approve the minutes from CSCE Board Meeting - Monday, February 7th, 2022 on 02-07-22.  
G. Lowe seconded the motion.  
The board **VOTED** unanimously to approve the motion.

##### Roll Call

V. Navarro	Aye
A. Barnes	Absent
S. Richardson Baker	Aye
G. Lowe	Aye
L. Morones	Aye
A. Prentiss	Aye
M. Candido	Absent
G. Pang	Aye

#### C. Approve Minutes - Special Board Meeting - February 24th, 2022

A. Prentiss made a motion to approve the minutes from February 24, 2022 Special Board Meeting on 02-24-22.  
G. Lowe seconded the motion.  
The board **VOTED** unanimously to approve the motion.

##### Roll Call

M. Candido	Absent
S. Richardson Baker	Aye
A. Barnes	Absent
A. Prentiss	Aye
V. Navarro	Aye
G. Pang	Aye
G. Lowe	Aye
L. Morones	Aye

#### D. February 2022 Check Register

A. Prentiss made a motion to Approve February 2022 Check Register.  
G. Lowe seconded the motion.

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

**Roll Call**

A. Prentiss	Aye
L. Morones	Aye
M. Candido	Absent
G. Pang	Aye
A. Barnes	Absent
S. Richardson Baker	Aye
G. Lowe	Aye
V. Navarro	Aye

**III. Business**

**A. Approve Consent Agenda**

A. Prentiss made a motion to Approve Consent Agenda.  
G. Lowe seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Richardson Baker	Aye
G. Pang	Aye
A. Prentiss	Aye
V. Navarro	Aye
M. Candido	Absent
G. Lowe	Aye
L. Morones	Aye
A. Barnes	Absent

**IV. Governance**

**A. Executive Director Report**

**B. Nomination/vote for new board member**

L. Morones made a motion to Vote in Ms. Barnes to Board & Finance Committee.  
A. Prentiss seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

A. Barnes	Absent
L. Morones	Aye
A. Prentiss	Aye
V. Navarro	Aye
S. Richardson Baker	Aye
M. Candido	Absent
G. Lowe	Aye
G. Pang	Aye

**C. LCAP Supplement**

This item will be moved to next meeting.  
A. Prentiss made a motion to Approve to move LCAP Supplement to the next available meeting.  
L. Morones seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

A. Prentiss	Aye
G. Pang	Aye
A. Barnes	Aye
S. Richardson Baker	Aye
V. Navarro	Aye
G. Lowe	Aye
M. Candido	Absent
L. Morones	Aye

**D. COVID Update**

**E. Behavioral Tech Services Contract**

A. Barnes made a motion to Approve Behavioral Tech Services Contract.  
A. Prentiss seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

M. Candido	Absent
L. Morones	Aye
V. Navarro	Aye
A. Barnes	Aye
A. Prentiss	Aye
S. Richardson Baker	Aye
G. Lowe	Aye
G. Pang	Aye

**V. Finance**

**A. Second Interim Budget and Report**

A. Barnes made a motion to Approve Second Interim Budget and Report.  
L. Morones seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

G. Pang	Aye
V. Navarro	Aye
S. Richardson Baker	Aye
M. Candido	Absent
L. Morones	Aye
A. Barnes	Aye
A. Prentiss	Aye
G. Lowe	Aye

**B. Fiscal Policies & Procedures**

G. Lowe made a motion to Approve the Updated Fiscal Policies & Procedures.  
A. Barnes seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Richardson Baker	Aye
A. Barnes	Aye
A. Prentiss	Aye
M. Candido	Absent

**Roll Call**

L. Morones	Aye
G. Lowe	Aye
V. Navarro	Aye
G. Pang	Aye

**C. Independent Auditor Selection**

A. Prentiss made a motion to Approve Contract for Independent Auditor Selection.  
G. Lowe seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

A. Barnes	Aye
G. Lowe	Aye
A. Prentiss	Aye
S. Richardson Baker	Aye
G. Pang	Aye
V. Navarro	Aye
M. Candido	Absent
L. Morones	Aye

**D. Staff Bonuses**

**E. 2022-24 Back Office Provider Contract**

L. Morones made a motion to Approve 2022-24 Back Office Provider Contract.  
G. Pang seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

G. Lowe	Aye
M. Candido	Absent
A. Prentiss	Aye
G. Pang	Aye
S. Richardson Baker	Aye
A. Barnes	Aye
V. Navarro	Abstain
L. Morones	Aye

**VI. 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 7:55 PM.

Respectfully Submitted,  
S. Richardson Baker

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# Coversheet

## March 2022 Check Register

<b>Section:</b>	II. Consent Agenda
<b>Item:</b>	C. March 2022 Check Register
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Check Register March 31, 2022 CSMC.pdf Check Register March 29, 2022 CSMC.pdf Check Register March 2022 OBTN.pdf

3/31/2022 8:48:53 AM

Community School for Creative Education (New)

A/P Check Register (APCHKREG)

From Posting Sequence [24] To [24]  
 Print General Ledger Summary [Yes]

Vendor Number / Name Document No. - Schedule No.	Type	Discount Date	Active / Due Date	Payable	Vendor Discount	Adjustment	Net Payment	Check Date	Bank Check Number	Payment Amt.
<b>Bank: GENERAL</b>										
B1004	Blaisdell's Business Products									
1495331-0	PY		1/1/2021	475.18	0.00	0.00	475.18	3/31/2022	40000021	1,099.23
1536628-2	PY		1/1/2021	94.01	0.00	0.00	94.01			
1552781-0	PY		1/1/2021	282.03	0.00	0.00	282.03			
1679743-0	PY		2/19/2022	248.01	0.00	0.00	248.01			
				<u>1,099.23</u>	<u>0.00</u>	<u>0.00</u>	<u>1,099.23</u>			<u>1,099.23</u>
B1006	Bianca Brown									
1	PY		4/28/2022	200.00	0.00	0.00	200.00	3/31/2022	40000022	200.00
				<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>			<u>200.00</u>
F1007	First-Citizens Bank & Trust Co									
39691337	PY		4/25/2022	1,259.49	0.00	0.00	1,259.49	3/31/2022	40000023	1,259.49
				<u>1,259.49</u>	<u>0.00</u>	<u>0.00</u>	<u>1,259.49</u>			<u>1,259.49</u>
O1008	Only By The Numbers LLC									
CSCEAPR22	PY		4/27/2022	4,500.00	0.00	0.00	4,500.00	3/31/2022	40000024	4,500.00
				<u>4,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,500.00</u>			<u>4,500.00</u>
P1011	Kimberly Palmore									
03/29/22 - REIMB	PY		4/28/2022	243.40	0.00	0.00	243.40	3/31/2022	40000025	243.40
				<u>243.40</u>	<u>0.00</u>	<u>0.00</u>	<u>243.40</u>			<u>243.40</u>
S1002	Swing Education, Inc.									
INV00436000	PY		4/25/2022	1,200.00	0.00	0.00	1,200.00	3/31/2022	40000026	1,200.00
				<u>1,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,200.00</u>			<u>1,200.00</u>
S1011	Seneca Family of Agencies									
12/31/21	PY		1/30/2022	5,203.00	0.00	0.00	5,203.00	3/31/2022	40000027	5,203.00
				<u>5,203.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,203.00</u>			<u>5,203.00</u>
									<b>Total : GENERAL</b>	<u>13,705.12</u>

7 checks issued

----- Vendor Summary -----

3/29/2022 1:14:15 PM

Community School for Creative Education (New)

Page 1

A/P Check Register (APCHKREG)

From Posting Sequence [15] To [15]

Print General Ledger Summary [Yes]

Vendor Number / Name	Discount	Active /	Vendor				Bank			
Document No. - Schedule No.	Type	Date	Due Date	Payable	Discount	Adjustment	Net Payment	Check Date	Check Number	Payment Amt.
<b>Bank: GENERAL</b>										
A1001	Ascend Rehab Services, Inc.									
AR02282022	PY	4/22/2022		4,224.00	0.00	0.00	4,224.00	3/29/2022	40000011	4,224.00
				<u>4,224.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,224.00</u>			<u>4,224.00</u>
A1006	AT&T									
03/07/22 - 1907	PY	3/27/2022		763.74	0.00	0.00	763.74	3/29/2022	40000012	763.74
				<u>763.74</u>	<u>0.00</u>	<u>0.00</u>	<u>763.74</u>			<u>763.74</u>
A1009	Adriana San Millan School Psychology and Special Ed Svs LLC									
5385	PY	4/13/2022		5,090.00	0.00	0.00	5,090.00	3/29/2022	40000013	5,090.00
				<u>5,090.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,090.00</u>			<u>5,090.00</u>
A1011	Amazon Capital Services									
11CJ-7QVP-1K33	PY	4/20/2022		61.55	0.00	0.00	61.55	3/29/2022	40000014	220.08
146G-MW4R-NTVK	PY	4/16/2022		119.97	0.00	0.00	119.97			
193F-3W1R-QWHK	PY	4/16/2022		38.56	0.00	0.00	38.56			
				<u>220.08</u>	<u>0.00</u>	<u>0.00</u>	<u>220.08</u>			<u>220.08</u>
B1000	MB									
MB032322	PY	3/23/2022		540.00	0.00	0.00	540.00	3/29/2022	40000015	540.00
				<u>540.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540.00</u>			<u>540.00</u>
G1005	Conrad Gillenwater									
1	PY	2/28/2022		250.00	0.00	0.00	250.00	3/29/2022	40000016	250.00
				<u>250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>			<u>250.00</u>
P1011	Kimberly Palmore									
KP032322	PY	4/22/2022		825.00	0.00	0.00	825.00	3/29/2022	40000017	825.00
				<u>825.00</u>	<u>0.00</u>	<u>0.00</u>	<u>825.00</u>			<u>825.00</u>
S1002	Swing Education, Inc.									
INV00434010	PY	4/18/2022		1,200.00	0.00	0.00	1,200.00	3/29/2022	40000018	1,200.00
				<u>1,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,200.00</u>			<u>1,200.00</u>
S1011	Seneca Family of Agencies									



02/28/22	PY	3/30/2022	<u>8,719.00</u>	<u>0.00</u>	<u>0.00</u>	<u>8,719.00</u>	3/29/2022	40000019	<u>8,719.00</u>
			8,719.00	0.00	0.00	8,719.00			8,719.00
Z1000	Faisal Zedan								
1	PY	4/6/2022	<u>40.00</u>	<u>0.00</u>	<u>0.00</u>	<u>40.00</u>	3/29/2022	40000020	<u>40.00</u>
			40.00	0.00	0.00	40.00			40.00
<b>Total : GENERAL</b>									<u>21,871.82</u>

## The Community School for Creative Education Bill Payment List March 1-23, 2022

	Date	Num	Vendor	Amount
<b>9126 Cash in Bank(s) - Beneficial State Bank</b>				
	03/01/2022	200352	Adriana San Millan School Psychology & Sped Ed Services	-2,290.00
	03/01/2022	200353	Alameda County Office of Education	-22,544.75
	03/01/2022	200354	Amazon Capital Services, Inc.	-1,569.70
	03/01/2022	200355	Art of Robert Liu-Trujillo	-200.00
	03/01/2022	200356	Ascend Rehab Services Inc.	-1,760.00
	03/01/2022	200357	AT&T	-759.46
	03/01/2022	200358	Calculus Roundtable	-5,887.50
	03/01/2022	200359	Card Service Center	-50.16
	03/01/2022	200360	CIT	-1,259.49
	03/01/2022	200361	Launte Thomas	-200.00
	03/01/2022	200362	Laura Flaxman	0.00
	03/01/2022	200363	Law Offices of Young, Minney & Corr, LLP	-100.00
	03/01/2022	200364	Mary Holt	-281.25
	03/01/2022	200365	Only By The Numbers LLC	-4,500.00
	03/01/2022	200366	Reach University	-8,050.00
	03/01/2022	200367	SENECA	-9,200.00
	03/01/2022	200368	Swing Education Inc	-1,200.00
	03/01/2022	200369	The Springstone School	-6,200.00
	03/01/2022	200370	Townsend & Styer Maintenance Co	-450.00
	03/01/2022	200373	Wilkinson Hadley King & Co. LLP	-1,000.00
	03/01/2022	200371	Xobee Networks	-108.00
	03/01/2022	200372	Laura Flaxman	-1,743.75
	03/04/2022	200374	CharterSafe	-4,907.00
	03/04/2022	200375	SENECA	-210.00
	03/04/2022	200376	Swing Education Inc	-960.00
	03/04/2022	200377	Townsend & Styer Maintenance Co	-8,270.00
	03/04/2022	200378	ATTITUDINAL HEALING CONNECTION INC	-12,740.00
	03/04/2022	200379	Kimberly Palmore	-859.36
	03/04/2022	200380	Adrienne Barnes	-10,595.67
	03/04/2022	200381	Lottie Garrison	-128.00
	03/16/2022	200384	Adriana San Millan School Psychology & Sped Ed Services	-2,290.00
	03/16/2022	200385	Amazon Capital Services, Inc.	-1,426.44
	03/16/2022	200385	Frances Mead	-200.00
	03/16/2022	200386	Oakland Unified School District	-19,813.50
	03/16/2022	200387	Revolution Foods, Inc.	-9,064.22
	03/16/2022	200388	Swing Education Inc	-1,200.00
	03/17/2022		A & A Door Repair	0.00
	03/17/2022		Creative Shields	0.00
	03/17/2022		CSMC	0.00
	03/17/2022		MB	0.00
	03/17/2022		Swing Education Inc	0.00
	03/17/2022		Teachers On Reserve	0.00
	03/17/2022		William Tan	0.00
	03/17/2022		Yolanda Cordova	0.00
	03/18/2022	200389	A & A Door Repair	-268.00
	03/18/2022	200390	Adriana San Millan School Psychology & Sped Ed Services	-4,530.43
	03/18/2022	200391	Amazon Capital Services, Inc.	-1,103.50
	03/18/2022	200392	Ascend Rehab Services Inc.	-4,070.00
	03/18/2022	200393	CO Power	-1,360.92
	03/18/2022	200394	Creative Shields	-200.00
	03/18/2022	200395	CSMC	-14,167.00
	03/18/2022	200396	Swing Education Inc	-1,200.00
	03/18/2022	200397	Teachers On Reserve	-992.26
	03/18/2022	200400	Yolanda Cordova	-1,660.00
	03/18/2022	200399	Adrienne Barnes	-6,449.42
	03/18/2022	200398	MB	-540.00
	03/18/2022	200401	William Tan	-40.00
<b>Bank</b>				<b>-\$ 178,599.78</b>

# Coversheet

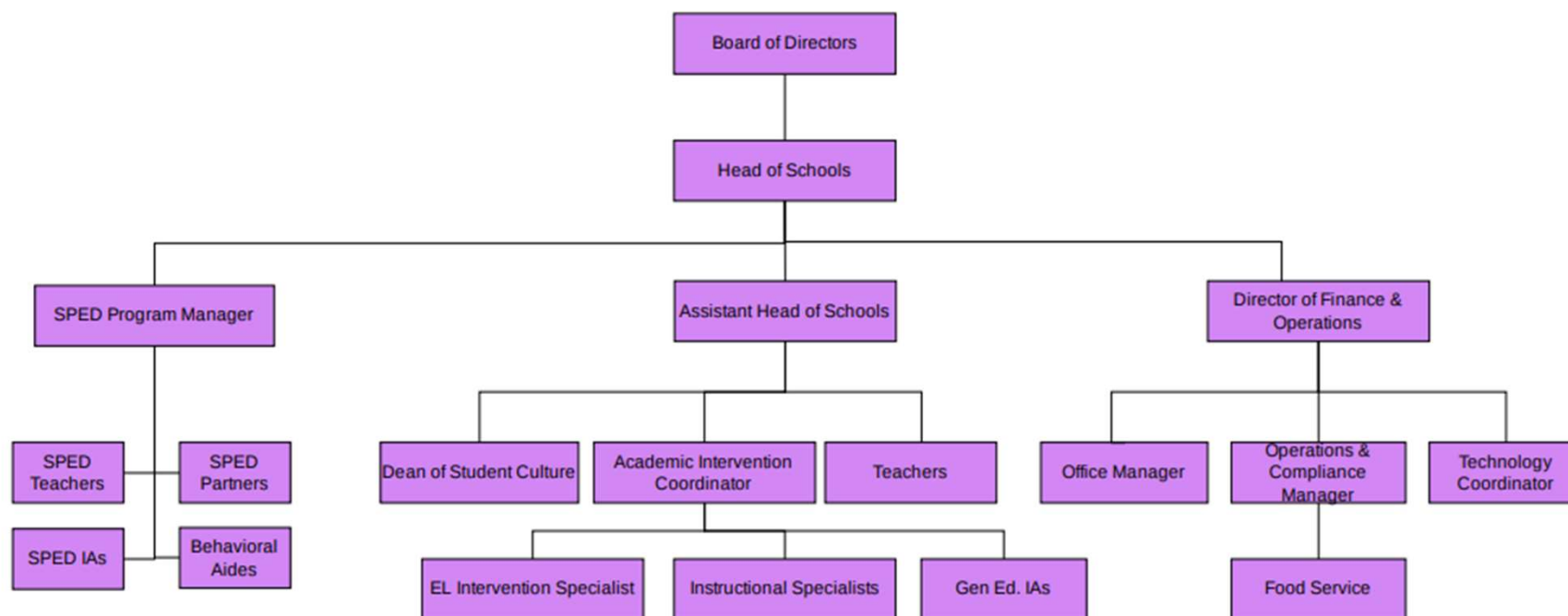
## Org Chart 2022-23

<b>Section:</b>	V. Governance
<b>Item:</b>	B. Org Chart 2022-23
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Organizational Chart 2022-23.pdf



社羣創新學校  
Escuela Comunitaria de Educación Educativa  
Trường Học Cộng Đồng Cho Sáng Kiến Học Tập

## Organizational Chart 2022-23 (Pending Board Approval)



# Coversheet

## At Will Agreement Executive Director 22-23

**Section:** V. Governance

**Item:** D. At Will Agreement Executive Director 22-23

**Purpose:** Vote

**Submitted by:**

**Related Material:**

FIN FIN Re CSCE Board Agenda 4\_18\_22 re Item V.D - At Will Agreement Executive Director 22-23 Cover Memo .docx

Re CSCE Board Agenda 4\_18\_22 Item V.D At Will Agreement Executive Director 22-23.pdf



Cover memo CSCE Board Agenda Meeting 4/18/22 Item V.D "ED At Will Agreement '22-23'  
To CSCE Board  
From Dr Ida Oberman, ED and Founder

During this transition it is critical that all of our current stakeholders feel that this transition is seamless. The transition is high opportunity and high stakes. We are returning from COVID, we are building up our Upper Grades and the Founding Executive Director, myself, is succeeding.

The demands of a head of school for CSCE are large and when this is coupled with also trying to learn all the people, processes and execute it can make lead to a dip in performance or initial success. Any dip in successful execution can be viewed by our stakeholder as a result of the transition as opposed to a period of transition. This dip can then lead to the momentum of greater problems and concerns. To ensure this does not happen and that the new Head of Schools and the school is positioned for success, I outline below the role I will play during the transition period.

- Onboarding –
  - During the first 6.5 months the new HS will primarily focus on a combination of learning and training
- Family and Community Introductions
- Grant Writing Support
  - I will also maintain full focus on grant writing during this time so that the new HS can focus on teaching and learning and on parent and community engagement key for our full service intercultural Waldorf school
- Strengthening and handing off the systems and processes for mission-critical braid of Waldorf with other tested best practices and standards to advance equity for further implementation and growth of our singular model

As shared in our March 22 board meeting, I will stay on full time till mid-January, 2023

I ask that in April 18 2022 meeting the Board approve the following: extending my annual contract with the 3% raise through mid-January 2023 and add 5 consulting days if deemed needed by the CSCE Board between February 2023-June 2023.

Dr Ida Oberman, ED and Founder

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION AND IDA OBERMAN**  
**2022-2023**

THIS AT-WILL EMPLOYMENT Agreement (“Agreement”) is entered into by Ida Oberman (“Employee”) and The Community School for Creative Education (“CSCE”), a California non-profit public benefit corporation (collectively, the “Parties”).

**A. RECITALS**

1. CSCE desires to secure the services of Employee as Executive Director and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee; and
2. Employee desires to perform such services for CSCE, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, CSCE and Employee agree as follows:

**B. EMPLOYMENT TERMS AND CONDITIONS**

**1. Duties**

The Employee shall work in the position of Executive Director. Employee will assume and perform the duties set forth in the Job Description (attached as Attachment “A” and incorporated by reference herein) as well as other such duties as CSCE may reasonably assign. These duties may be amended from time to time in the sole discretion of CSCE. Employee understands that additional or different duties may be assigned to Employee in the School’s sole discretion based on impacts to operational needs and demands related to the COVID-19 global pandemic. In the performance of these duties, Employee will abide by all of CSCE’s policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by CSCE’s charter.

Employee will devote his or her utmost knowledge and best skill to the performance of his or her duties. Employee shall abide by all of School’s policies and procedures as adopted, amended, or modified from time to time. To the extent any of School’s policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. While employed by School, Employee may not engage in any outside activity, including paid employment, which would be a conflict of interest and/or would conflict with his/her responsibilities to School without first obtaining School’s written approval.

## **2. Employment Term**

Subject to the Employment At-Will provision in Section C of this Agreement, Employee shall be employed beginning July 1, 2022 and concluding on January 17, 2023 (“the Term”). Pursuant to the Employee At-Will provision of this Agreement, either party has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before or after the expiration of the stated Term. Employee acknowledges and understands that he or she has entered into this employment relationship with School voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

## **3. Work Schedule**

Employee’s position is full time. The daily work schedule for this full-time position shall generally be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available at CSCE during this time period, the duties of this position may require work on weekends and before and after the regular 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 CSCE.

## **4. Compensation**

The compensation for this position shall be at a salary rate of \$11,722.95 per month at the 1.0 FTE level. The salary is subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether she is employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

## **5. Benefits:**

- a. **Health/Retirement Benefits.** At CSCE’s expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to CSCE’s management employees, including entitlement to participation in PERS or STRS. The Executive Director shall be entitled to up to 100% of Employee’s applicable Medical, Vision, and Dental monthly premium payments, to cover Employee and as applicable, Employee’s Spouse and legal dependents, made by CSCE.
- b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the management rate of 1.25 day per month (15 days annually), up to a maximum accrual of 30 days. Requests to utilize vacation days should be submitted in writing at least two (2) weeks in advance to the Board. Thereafter, 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 nine (9) days of sick leave annually, or prorated depending on whether she is employed, or in active work status, for the entire year. Sick leave is not paid out upon separation from employment. Please refer to the employee handbook for additional details related to sick leave.

## **6. Performance Evaluation**

The Board shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as determined by the Board. 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 Employee and 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 Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate the Employee in no way alters the at-will nature of employment.

## **7. Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

## **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.

## **9. 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. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that she was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

**10. Conflicts of Interest**

The Employee understands that, while employed at the School, 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 her employment with CSCE.

**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. CSCE shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**12. Expense Reimbursement**

CSCE shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable CSCE policy and authorization.

**13. Confidentiality**

All CSCE Confidential Information of which Employee has knowledge or to which Employee has access shall be the exclusive property of CSCE both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of CSCE, except to the extent such use or disclosure is made by reason of Employee's job responsibilities.

For the purposes of this section, Confidential Information shall mean all information, data, or knowledge regarding CSCE, its operations, clients, students, employees, contractors or vendors not known generally to the public, including, but not limited to, trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, student information, private employee information or benefits information, and documents protected by the attorney-client privilege and/or any other privilege or legal protection.

Materials developed by Employee for purposes of her employment at CSCE shall be the property of CSCE.

Employee shall not take any Confidential Information that is in written form, electronic, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with CSCE without the prior written consent of CSCE. Upon the termination of Employee's employment with CSCE, Employee shall deliver promptly and return to CSCE all such materials, along with all other property of CSCE, in the

Employee's possession, custody or control.

**C. EMPLOYMENT AT-WILL**

Either CSCE or Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without advance notice. Further, the terms and conditions of Employee's employment, including job title, job duties, and benefits, may be modified at the discretion of CSCE. Employee shall not acquire or accrue tenure or any employment rights with CSCE as a result of this Agreement.

No one other than the Board of Directors of CSCE has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement. Any agreement that alters the at-will nature of employment must be in writing and must be approved by the Board.

**D. GENERAL PROVISIONS**

1. **Complete Agreement**

This Agreement, along with its attachments, constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof and is a final, complete and exclusive statement of the terms of the Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

2. **Waiver**

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.

3. **Assignment**

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

4. **Governing Law; Venue**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California. Venue to any action arising out of this Agreement shall be in Alameda County, California.

5. **Severability**

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall

not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

6. **Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one complete instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept at-will employment with CSCE on the terms specified herein.
2. All information I have provided to CSCE related to my employment is true and accurate.
3. A copy of the job description is attached hereto as Attachment A.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CSCE Approval:**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Sarah Tiffany Richardson-Baker

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