



*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

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Record Attendance		Raul Alcantar	1 m
<b>B.</b> Call the Meeting to Order		Sarah Richardson Baker	1 m
<b>C.</b> Agenda Approval	Vote	Sarah Richardson Baker	1 m
<b>D.</b> Public Comment	Discuss	Sarah Richardson Baker	1 m
<b>II. Consent Agenda</b>			<b>6:04 PM</b>
<b>A.</b> Resolution of Findings under AB 361	Vote	Sarah Richardson Baker	1 m

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.

	Purpose	Presenter	Time
<b>B.</b> Approve Minutes - Monday, August 1, 2022	Approve Minutes	Sarah Richardson Baker	1 m
<b>C.</b> June - August Check Register	Vote	Kimberly Palmore	1 m
<b>D.</b> Approve Minutes - CSCE Board Retreat - Sunday, June 12th, 2022	Approve Minutes	Sarah Richardson Baker	1 m

**III. Committee Updates****6:08 PM**

<b>A.</b> Governance Committee	Discuss		
<b>B.</b> Development Committee	Discuss		
<b>C.</b> Academic Excellence Committee	Discuss		
<b>D.</b> Finance Committee	Discuss		

**IV. Academic Excellence****V. Governance****6:08 PM**

<b>A.</b> Org Chart Update - Academic Programs & Community Partners Coordinator	Vote	Anastasia Prentiss	5 m
<b>B.</b> SENCA MOU	Vote	Phillip Gedeon	5 m
<b>C.</b> Connie E. Davidson Ed. D.: Education Learning Communities	Vote	Phillip Gedeon	5 m
<b>D.</b> Ed SPED Solutions	Vote	Kimberly Palmore	3 m
<b>E.</b> Revolution Foods Agreement	Vote	Kimberly Palmore	3 m
<b>F.</b> COVID Safety Plan	Vote	Kimberly Palmore	5 m
<b>G.</b> Site Health & Safety Plan	Vote	Kimberly Palmore	5 m
<b>H.</b> LiveScan Reminder	FYI	Kimberly Palmore	3 m
<b>I.</b> Head of School Report	FYI	Phillip Gedeon	10 m

	Purpose	Presenter	Time
<b>VI. Development</b>			
<b>VII. Finance</b>			<b>6:52 PM</b>
A. Updated EPA Resolution	Vote	Kimberly Palmore	3 m
B. 22-23 ConApp	Vote	Susan Lefkowitz	3 m
C. Unaudited Actuals Report	Vote	Susan Lefkowitz	10 m
D. 22-23 Salary Schedule Proposal & 22-23 Budget Update	Vote	Susan Lefkowitz	10 m
E. Financial Policies & Procedures Manual Update	Vote	Kimberly Palmore	5 m

**VIII. Other Items**

- **Monday, October 3, 2022:** Next CSCE Board Meeting

<b>IX. Closing Items</b>			<b>7:23 PM</b>
A. Adjourn Meeting	Vote	Sarah Richardson Baker	1 m

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

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

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# Coversheet

## Approve Minutes - Monday, August 1, 2022

**Section:** II. Consent Agenda  
**Item:** B. Approve Minutes - Monday, August 1, 2022  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for CSCE Board Meeting - Monday, August 1, 2022 on August 1, 2022



**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. Alessandri (remote), A. Barnes (remote), A. Prentiss (remote), G. Pang (remote), K. Ary (remote), S. Richardson Baker (remote)

**Directors Absent**

L. Morones, M. Candido

**Directors who arrived after the meeting opened**

G. Pang, K. Ary

**Guests Present**

I. Oberman (remote), K. Palmore (remote), P. Gedeon (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 Aug 1, 2022 at 5:17 PM.

**C. Agenda Approval**

A. Alessandri made a motion to Approve Agenda.

A. Prentiss seconded the motion.

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

**Roll Call**

A. Barnes	Aye
L. Morones	Absent
A. Prentiss	Aye
M. Candido	Absent
G. Pang	Absent
S. Richardson Baker	Aye
A. Alessandri	Aye
G. Pang	arrived.

**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.

A. Alessandri seconded the motion.

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

**Roll Call**

A. Barnes	Aye
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**Roll Call**

G. Pang	Aye
A. Alessandri	Aye
M. Candido	Absent
L. Morones	Absent
A. Prentiss	Aye
S. Richardson Baker	Aye

**B. Approve Minutes - Thursday, June 23, 2022**

A. Prentiss made a motion to approve the minutes from CSCE Board Meeting - Thursday, June 23rd, 2022 on 06-23-22.

A. Alessandri seconded the motion.

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

**Roll Call**

M. Candido	Absent
G. Pang	Aye
A. Alessandri	Aye
A. Prentiss	Aye
L. Morones	Absent
K. Ary	Absent
S. Richardson Baker	Aye
A. Barnes	Aye

**C. June & July Check Register**

A. Prentiss made a motion to Approve June Check Register (July will be reflected in next board meeting).

A. Alessandri seconded the motion.

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

**Roll Call**

S. Richardson Baker	Aye
M. Candido	Absent
A. Alessandri	Aye
G. Pang	Aye
L. Morones	Absent
A. Barnes	Aye
A. Prentiss	Aye

**III. Governance**

**A. New Board Member Nominee: Reverend Dr. Kevin Ary**

A. Prentiss made a motion to Approve Reverend Dr. Kevin Ary as new board member.

A. Alessandri seconded the motion.

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

**Roll Call**

A. Prentiss	Aye
A. Barnes	Aye
G. Pang	Aye
M. Candido	Absent
A. Alessandri	Aye
S. Richardson Baker	Aye
L. Morones	Absent

K. Ary arrived.

## **B. Head of School Report**

## **C. 2022-2023 Declaration of Shortage of Substitute Teachers**

A. Prentiss made a motion to Approve 2022-2023 Declaration of Shortage of Substitute Teachers.

G. Pang seconded the motion.

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

### **Roll Call**

S. Richardson Baker	Aye
M. Candido	Absent
G. Pang	Aye
A. Alessandri	Aye
A. Barnes	Aye
L. Morones	Absent
K. Ary	Abstain
A. Prentiss	Aye

## **D. 2022-2023 Family Handbook**

A. Barnes made a motion to Approve 2022-2023 Family Handbook with updated names and positions.

G. Pang seconded the motion.

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

### **Roll Call**

M. Candido	Absent
A. Alessandri	Abstain
S. Richardson Baker	Aye
G. Pang	Aye
A. Barnes	Aye
L. Morones	Absent
A. Prentiss	Aye
K. Ary	Abstain

## **E. 2022-2023 Employee Handbook**

A. Barnes made a motion to Approve 2022-2023 Employee Handbook.

G. Pang seconded the motion.

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

### **Roll Call**

S. Richardson Baker	Aye
A. Prentiss	Aye
A. Barnes	Aye
M. Candido	Absent
L. Morones	Absent
K. Ary	Abstain
A. Alessandri	Abstain
G. Pang	Aye

## **F. 2022-2023 Ascend Rehab Services Contract**

A. Alessandri made a motion to Approve 2022-2023 Ascend Rehab Services Contract.

G. Pang seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

A. Prentiss	Abstain
A. Barnes	Aye
G. Pang	Aye
L. Morones	Absent
S. Richardson Baker	Aye
M. Candido	Absent
A. Alessandri	Aye
K. Ary	Abstain

**G. 2022-2023 Adriana San Milan Contract**

A. Alessandri made a motion to Approve 2022-2023 Adriana San Milan Contract.  
A. Barnes seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

G. Pang	Aye
S. Richardson Baker	Aye
A. Barnes	Aye
L. Morones	Absent
A. Alessandri	Aye
M. Candido	Absent
K. Ary	Abstain
A. Prentiss	Abstain

**H. 2022-2023 Attitudinal Healing Connection Contract**

A. Prentiss made a motion to Approve 2022-2023 Attitudinal Healing Connection Contract.  
A. Alessandri seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

A. Barnes	Aye
G. Pang	Abstain
K. Ary	Abstain
M. Candido	Absent
S. Richardson Baker	Aye
A. Prentiss	Aye
L. Morones	Absent
A. Alessandri	Aye

**I. 2022-2023 Townsend Janitorial Contract**

G. Pang made a motion to Approve 2022-2023 Townsend Janitorial Contract with an updated exhibit A for next meeting.  
A. Prentiss seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

L. Morones	Absent
K. Ary	Abstain
A. Barnes	Aye
G. Pang	Aye
A. Prentiss	Aye

**Roll Call**

M. Candido Absent  
A. Alessandri Aye  
S. Richardson Baker Aye

**J. 2022-2023 Medical Benefit Renewals Kaiser, Dental, Vision**

A. Prentiss made a motion to Approve 2022-2023 Medical Benefit Renewals Kaiser, Dental, Vision tentatively removing Ms. Barnes.

A. Alessandri seconded the motion.

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

**Roll Call**

L. Morones Absent  
A. Prentiss Aye  
A. Barnes Aye  
G. Pang Aye  
S. Richardson Baker Aye  
A. Alessandri Aye  
M. Candido Absent  
K. Ary Abstain

**K. 2022-2026 Pacific Automation Contract**

A. Alessandri made a motion to Approve 2022-2026 Pacific Automation Contract.

A. Prentiss seconded the motion.

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

**Roll Call**

L. Morones Absent  
S. Richardson Baker Aye  
K. Ary Abstain  
G. Pang Aye  
M. Candido Absent  
A. Barnes Aye  
A. Prentiss Aye  
A. Alessandri Aye

**L. 2022-2023 Swing Education Contract**

A. Prentiss made a motion to Approve 2022-2023 Swing Education Contract.

A. Alessandri seconded the motion.

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

**Roll Call**

L. Morones Absent  
A. Alessandri Aye  
K. Ary Abstain  
G. Pang Aye  
A. Barnes Aye  
M. Candido Absent  
S. Richardson Baker Aye  
A. Prentiss Aye

**M. 2022-2023 Alma Partners Contract**

A. Alessandri made a motion to Approve 2022-2023 Alma Partners Contract.

K. Ary seconded the motion.

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

**Roll Call**

M. Candido	Absent
L. Morones	Absent
K. Ary	Aye
A. Alessandri	Aye
A. Barnes	Aye
G. Pang	Absent
A. Prentiss	Aye
S. Richardson Baker	Aye

**N. 2022-23 Moss Farm Contract**

A. Barnes made a motion to Approve 2022-23 Moss Farm Contract.  
K. Ary seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Richardson Baker	Aye
L. Morones	Absent
A. Alessandri	Aye
A. Prentiss	Aye
M. Candido	Absent
A. Barnes	Aye
K. Ary	Aye
G. Pang	Absent

**O. 2022-23 Ms Anna Rainville Contract**

A. Alessandri made a motion to Approve Ms Anna Rainville Contract.  
K. Ary seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

M. Candido	Absent
A. Alessandri	Aye
S. Richardson Baker	Aye
L. Morones	Absent
K. Ary	Aye
A. Barnes	Aye
A. Prentiss	Aye
G. Pang	Absent

**IV. Academic Excellence**

**A. Updated 2022-23 Bell Schedule & Instructional Minutes Calculation**

A. Barnes made a motion to Approve updated 2022-23 Instructional Minutes Calculation with the existing Bell Schedule.  
A. Alessandri seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

M. Candido	Absent
L. Morones	Absent
G. Pang	Absent
A. Alessandri	Aye
S. Richardson Baker	Aye
A. Barnes	Aye

**Roll Call**

A. Prentiss	Aye
K. Ary	Abstain

**B. COVID Safety Plan**

**C. Independent Study Policy**

A. Prentiss made a motion to Approve Independent Study Policy.  
A. Alessandri seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

A. Prentiss	Aye
A. Alessandri	Aye
A. Barnes	Aye
L. Morones	Absent
M. Candido	Absent
S. Richardson Baker	Aye
K. Ary	Abstain
G. Pang	Absent

**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 7:51 PM.

Respectfully Submitted,  
S. Richardson Baker

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# Coversheet

## June - August Check Register

<b>Section:</b>	II. Consent Agenda
<b>Item:</b>	C. June - August Check Register
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	CSCE Check Register June - August 2022.pdf

## Community School for Creative Education

**Check Register 6/1/2022 through 8/31/2022**

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
40000129	6/2/2022	Curtis Lin	Cleared	\$598.00	62-0000-1110-3600-5811-020-000-000	Student Transportation	REIMB: Bart/Ferry Tickets for Student Field Trip - 5/26/22	\$598.00
40000132	6/2/2022	Kimberly Palmore	Cleared	\$1,382.53	62-0000-1110-3600-5836-020-000-000	Transportation Services	REIMB:Bart/Ferry Tickets - 5/9/22 & 5/16/22	\$820.40
					62-4035-0000-2700-5200-020-000-000	Travel & Conferences	REIMB: Leadership Intensive Conference - 5/26/22	\$250.00
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Boxes for Storage	\$282.13
					62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Livescan - 5/10/22	\$30.00
40000133	6/2/2022	Wilkinson Hadley King & Company LLP	Cleared	\$2,700.00	62-0000-0000-7191-5806-020-000-000	Audit Services	Progress Bill for 2021-22 Audit	\$2,700.00
40000125	6/2/2022	Amazon Capital Services	Cleared	\$429.90	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Bags	\$429.90
40000124	6/2/2022	Adriana San Millan School Psychology and Special Ed Svs LLC	Cleared	\$7,570.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Academic Eval & Psycho-Educational Eval - 5/18/22 - 5/23/22	\$7,570.00
40000127	6/2/2022	Hanna Forde	Cleared	\$92.93	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Gift Bags & Wagon - 5/31/22	\$92.93
40000130	6/2/2022	Maxim Healthcare Staffing Services, Inc.	Cleared	\$3,917.50	62-6500-5760-1190-5810-020-000-000	Educational Consultants	SPED Teacher/Behavior Tech - Period End 5/21/22	\$3,917.50
40000131	6/2/2022	Moss Farms	Cleared	\$6,250.00	62-3213-0000-2700-4300-020-000-000	Materials & Supplies	Earth Arts Custom Program - 2021/2022	\$6,250.00
40000128	6/2/2022	Phillip Gedeon	Cleared	\$339.23	62-0000-1110-3600-5811-020-000-000	Student Transportation	REIMB: Parking Fee,Staff Meeting Lunch & Field Trip 05/19-27	\$46.24
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Parking Fee,Staff Meeting Lunch & Field Trip 05/19-27	\$292.99
40000126	6/2/2022	CIT	Cleared	\$1,259.49	62-0000-0000-8700-5605-020-000-000	Equipment Rental/Lease Expense	Konica Copier Lease	\$1,259.49
40000142	6/9/2022	Green River Literacy and Learning Center	Cleared	\$2,045.00	62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Curricular Resources	\$375.00
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Travel 1/6 of Flight from Hartford CT to SF CA	\$170.00
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Classroom Educator Training 6/13/22 - 06/17/22	\$1,500.00



40000143	6/9/2022	Instruction Partners	Cleared	\$19,241.50	62-0200-1110-1000-5810-020-000-000	Educational Consultants	Partnership Contract inv 2 of 2	\$19,241.50
40000135	6/9/2022	Amazon Capital Services	Cleared	\$1,416.47	62-7425-1110-1000-4315-020-000-000	Classroom Materials and Supplies	120 pcs Inspirational Bookmarks for Students	\$15.42
					62-7425-1110-1000-4315-020-000-000	Classroom Materials and Supplies	Machine Embroidery Hoop 12 pcs	\$1,401.05
40000134	6/9/2022	Adriana San Millan School Psychology and Special Ed Svs LLC	Cleared	\$590.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	IEP Attendance 5/25/22, 05/26/22 (Virtual)	\$590.00
40000137	6/9/2022	Charter School Development Center	Cleared	\$4,000.00	62-0000-0000-0000-9330-030-000-000	Prepaid Expenses	Registration: Leadership Intensive - July 18-22	\$2,080.00
					62-0000-0000-0000-9330-020-000-000	Prepaid Expenses	Registration: Leadership Intensive - July 18-22	\$1,920.00
40000140	6/9/2022	East Bay Municipal Utility District	Cleared	\$1,230.07	62-0000-0000-8100-5501-020-000-000	Utilities	Water & Waste Charges - 03/21/22 - 05/19/22	\$1,230.07
40000141	6/9/2022	Silvia Guzman	Cleared	\$200.00	62-4201-1110-1000-5810-020-000-000	Educational Consultants	Interpretation Services - 5/25/22 - 05/26/22	\$200.00
40000149	6/9/2022	Rosario Torres	Cleared	\$150.00	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Roses for End Of The Year Rose Ceremony 5 Dozen	\$150.00
40000150	6/9/2022	Xobee Networks Inc	Cleared	\$108.00	62-0000-0000-2700-5900-020-000-000	Communications	Xobee Voice Hosted Seat & Fax Service - June 2022	\$108.00
40000148	6/9/2022	T-Mobile	Cleared	\$335.40	62-3212-0000-2700-5900-020-000-000	Communications	Monthly Service 04/21/22 - 05/20/22	\$335.40
40000138	6/9/2022	ChildCare Careers, LLC	Cleared	\$3,901.78	62-0000-1110-1000-5810-020-000-000	Educational Consultants	TET Substitute Services 5/16/22 - 5/20/22	\$3,901.78
40000136	6/9/2022	Attitudinal Healing Connection, Inc.	Cleared	\$12,740.00	62-6010-1110-1000-5810-020-000-000	Educational Consultants	Contracted Services 2021 - 2022	\$12,740.00
40000139	6/9/2022	Document Tracking Services	Cleared	\$545.00	62-0000-0000-0000-9330-020-000-000	Prepaid Expenses	Document Tracking Services 6/1/22 - 6/1/23	\$362.09
					62-0000-0000-2700-5900-020-000-000	Communications	Document Tracking Services 6/1/22 - 6/1/23	\$182.91
40000151	6/9/2022	Law Offices of Young, Minney, & Corr, LLP	Cleared	\$5,538.50	62-0000-0000-7100-5805-020-000-000	Legal Services	Services Through 05/31/22	\$5,253.50
					62-6500-5760-1190-5805-020-000-000	Legal Services	Services Through 05/31/22	\$285.00
40000144	6/9/2022	Maxim Healthcare Staffing Services, Inc.	Cleared	\$612.50	62-6500-5760-1190-5810-020-000-000	Educational Consultants	ES Behavior Tech 05/23/22,05/24/22,05/27/22	\$612.50
40000147	6/9/2022	Townsend Maintenance Co., LLC	Cleared	\$8,270.00	62-3212-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Janitorial Services - June 2022	\$8,270.00
40000146	6/9/2022	Swing Education, Inc.	Cleared	\$4,980.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 04/30/22 - 05/06/22	\$1,200.00

					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 05/07/22 - 05/13/22	<b>\$420.00</b>
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 05/21/22 - 05/27/22	<b>\$960.00</b>
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 05/07/22 - 05/13/22	<b>\$1,200.00</b>
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 05/14/22 - 05/20/22	<b>\$1,200.00</b>
40000145	6/9/2022	Procopio, Cory, Hargreaves & Savitch LLP	Cleared	\$1,386.19	62-0000-0000-7100-5805-020-000-000	Legal Services	Professional Services Through April 30, 2022	<b>\$1,386.19</b>
40000152	6/14/2022	Alameda County Office of Education	Cleared	\$23,554.96	62-0000-0000-0000-9503-020-000-000	Accrued STRS	May 2022 STRS	<b>\$23,554.96</b>
40000153	6/14/2022	Ida Oberman	Cleared	\$7,233.08	62-0000-1110-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	REIMB: Piano Moving	<b>\$375.00</b>
					62-0000-0000-2700-5300-020-000-000	Dues and Memberships	REIMB: AERA Membership	<b>\$259.00</b>
					62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	REIMB: Parent Recruitment Event and copy school calendar	<b>\$2,464.29</b>
					62-0000-1110-1000-5820-020-101-000	Fundraising Expense	REIMB: Band at '22 GALA	<b>\$1,050.00</b>
					62-6300-1110-1000-4100-020-000-000	Approved Textbooks & Core Curricula Materials	REIMB: Textbooks	<b>\$278.88</b>
					62-0000-1110-2700-5900-020-000-000	Communications	REIMB: Several months of constant contact and postage costs	<b>\$401.47</b>
					62-6300-1110-1000-4200-020-000-000	Books & Other Reference Materials	REIMB: Various books and reference materials	<b>\$184.27</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Uniforms and Materials for PD	<b>\$263.10</b>
					62-0000-0000-2700-5200-020-000-000	Travel & Conferences	REIMB: Conferences	<b>\$1,411.35</b>
					62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Various Classroom Materials	<b>\$545.72</b>
40000156	6/16/2022	Amazon Capital Services	Cleared	\$823.74	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	B-Day Decorations,Pencil Sharpners,Party Favors,	<b>\$252.04</b>
					62-7425-0000-2700-4300-020-000-000	Materials & Supplies	Party Favors	<b>\$12.17</b>
					62-7425-0000-2700-4300-020-000-000	Materials & Supplies	Sports Squeeze Water Bottle / Raffles Tickets	<b>\$385.72</b>
					62-7425-0000-2700-4300-020-000-000	Materials & Supplies	Storage Containers,PegBoards,Plastic Zipper Bags	<b>\$326.79</b>
40000159	6/16/2022	Bay Area Transport Services	Cleared	\$2,500.00	62-0000-1110-3600-5811-020-000-000	Student Transportation	Bus Transportation to Great America	<b>\$2,500.00</b>

40000160	6/16/2022	Families in Action for Quality Education	Cleared	\$2,520.00	62-0000-0000-2700-5300-020-000-000	Dues and Memberships	Annual Contribution to FIA Oakland Coalition	\$2,520.00
40000161	6/16/2022	Donald Landers	Cleared	\$120.00	62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	Layout and Design Services for CSCE Direct Mailer May 2022	\$120.00
40000154	6/16/2022	Ascend Rehab Services, Inc.	Cleared	\$3,256.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	SPED Consultant - 5/1/22 - 5/15/22	\$3,256.00
40000162	6/16/2022	Kimberly Palmore	Cleared	\$998.68	62-0000-0000-8700-5605-020-000-000	Equipment Rental/Lease Expense	U-haul rental for diaper delivery	\$113.84
					62-0000-1110-2700-5900-020-000-000	Communications	Mailing Files and UFA Posters	\$38.58
					62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	Head of School Search	\$477.71
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Board Retreat Lunch, Office Supplies, Bags for Field Trips	\$368.55
40000155	6/16/2022	Adriana San Millan School Psychology and Special Ed Svs LLC	Cleared	\$2,585.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	IEP Attendance - 12/1/22	\$295.00
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Pyscho-Educational Evaluation & Virtual IEP	\$2,290.00
40000157	6/16/2022	Adrienne Barnes	Cleared	\$2,200.00	62-0000-1110-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	March Fiscal Consultant Hours	\$2,200.00
40000164	6/16/2022	Revolution Foods, PBC	Cleared	\$12,729.14	62-5310-1110-3700-4700-020-000-000	Food & Food Supplies	Meal Service - May 2022	\$9,033.14
					62-5320-1110-3700-4700-020-000-000	Food & Food Supplies	CACFP Meal Service	\$3,696.00
40000163	6/16/2022	PGedeon Consulting, LLC	Cleared	\$8,550.00	62-3213-1110-1000-5810-020-000-000	Educational Consultants	Substitute Principal - 5/6/22 - 5/31/22	\$8,550.00
40000158	6/16/2022	Blaisdell's Business Products	Cleared	\$1,779.85	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Paper Towels	\$569.52
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Bath Tissue / Facial Tissue	\$452.45
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Toner Ink Cartridge	\$153.41
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Bathroom Tissue	\$172.91
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Roll Towel	\$960.36
40000168	6/24/2022	Blaisdell's Business Products	Cleared	\$394.95	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Liners, Bath Tissue Rolls	\$215.71
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Disposable Gloves	\$179.24
40000166	6/24/2022	Adriana San Millan School Psychology and	Cleared	\$7,300.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	BCBA Consultation via Teletherapy	\$225.00

		Special Ed Svs LLC			62-5500-5760-1190-5810-020-000-000	Educational Consultants	01, Academic, Initial Psycho-Educational, IEP, ERMS Eval	\$7,075.00
40000165	6/24/2022	AT&T	Cleared	\$763.74	62-0000-1110-2700-5900-020-000-000	Communications	Monthly Service - 6/7/22 - 7/6/22	\$763.74
40000172	6/24/2022	OnSolve, LLC	Cleared	\$326.03	62-0000-0000-0000-9330-020-000-000	Prepaid Expenses	Software Contract 6/9/22 - 6/8/23	\$326.03
40000178	6/24/2022	Anaxy Barraza	Cleared	\$337.16	62-7425-1110-3600-5811-020-000-000	Student Transportation	REIMB- Field Trip Day - 6/9/22 - 6/22/22	\$235.15
					62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Summer Prog. Supplies - 6/3/22	\$102.01
40000171	6/24/2022	The Institute for Educational Leadership	Cleared	\$250.00	62-6266-1110-1000-5210-020-000-000	Training & Development Expense	2022 National Community Schools & Family Engagement Conf	\$125.00
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	2022 National Community Schools & Family Engagement Conf	\$125.00
40000179	6/24/2022	ChildCare Careers, LLC	Cleared	\$998.75	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 6/6/22 - 6/10/22	\$998.75
40000180	6/24/2022	Jennifer Lee	Cleared	\$237.23	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Cooking Club-Summer School - 6/7/22 - 6/21/22	\$237.23
40000181	6/24/2022	Mercurius	Cleared	\$2,667.49	62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Art Supplies - 2022-2023	\$2,667.49
40000182	6/24/2022	Molly Roa	Cleared	\$85.24	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Summer Enrichment - Art - 6/18/22 - 6/19/22	\$85.24
40000167	6/24/2022	Amazon Capital Services	Cleared	\$165.36	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Plastic Storage Bins	\$165.36
40000177	6/24/2022	M.B.	Cleared	\$4,270.00	62-0000-0000-7200-5807-020-000-000	Legal Settlements	Settlement Reimbursments - 6/3/22	\$4,000.00
					62-0000-0000-7200-5807-020-000-000	Legal Settlements	Settlement Reimbursments - 6/10/22	\$270.00
40000175	6/24/2022	Swing Education, Inc.	Cleared	\$1,200.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 2/5/22 - 2/11/22	\$1,200.00
40000176	6/24/2022	Seneca Family of Agencies	Cleared	\$8,421.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	5/31/22 - INV 7003211-IN - Tuition Catalyst	\$2,730.00
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	5/31/22 - INV 7003407-IN - Catalyst District MH-CM	\$5,691.00
40000170	6/24/2022	Charter Safe	Cleared	\$13,899.00	62-0000-0000-0000-9330-020-000-000	Prepaid Expenses	Monthly Premium	\$13,899.00
40000174	6/24/2022	PGedeon Consulting, LLC	Cleared	\$6,075.00	62-3213-1110-1000-5810-020-000-000	Educational Consultants	Substitute Principal - 6/1/22 - 6/17/22	\$6,075.00
40000169	6/24/2022	Charter School Management Corporation	Cleared	\$6,667.00	62-0000-0000-0000-9330-020-000-000	Prepaid Expenses	July 2022 - Business Back Office Monthly Support	\$6,667.00
40000173	6/24/2022	Kimberly Palmore	Cleared	\$1,168.55	62-7425-1110-3600-5811-020-000-000	Student Transportation	Field Trip Snacks - 6/16/22	\$134.60

					62-0000-1110-2700-5900-020-000-000	Communications	Mailing Cumulative files - 6/2/22 & 6/18/22	<b>\$75.90</b>
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Waldorf Training - 6/17/22 & 6/22/22	<b>\$958.05</b>
40000183	6/28/2022	Teresa McGinley	Cleared	\$6,400.00	62-9332-1110-1000-5810-020-000-000	Educational Consultants	Mentoring & Curriculum Development/Design/pre 04/18-05/26	<b>\$6,400.00</b>
40000184	6/30/2022	Amazon Capital Services	Cleared	\$1,808.83	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	Reusable Grocery Bags	<b>\$66.12</b>
					62-7425-1110-1000-4315-020-000-000	Classroom Materials and Supplies	Materials and supplies Summer program	<b>\$701.25</b>
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Brother All-in-one Printer	<b>\$439.90</b>
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Lysol Disinfectant Wipes	<b>\$132.04</b>
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Bags	<b>\$469.52</b>
40000189	6/30/2022	PGedeon Consulting, LLC	Cleared	\$4,200.00	62-3213-1110-1000-5810-020-000-000	Educational Consultants	Substitute Principal - 6/21/22 - 6/30/22	<b>\$4,200.00</b>
40000185	6/30/2022	Anaxy Barraza	Cleared	\$115.59	62-7425-1110-3600-5811-020-000-000	Student Transportation	Field Trip Day-Summer School	<b>\$115.59</b>
40000186	6/30/2022	CIT	Cleared	\$1,259.49	62-0000-0000-8700-5605-020-000-000	Equipment Rental/Lease Expense	Konica Copier Lease	<b>\$1,259.49</b>
40000188	6/30/2022	Kimberly Palmore	Cleared	\$2,612.72	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Painting	<b>\$857.39</b>
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Waldorf Training	<b>\$1,755.33</b>
40000187	6/30/2022	Nhan Le	Cleared	\$56.35	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Summer School Supplies - 6/15/22 - 6/20/22	<b>\$56.35</b>
40000196	7/5/2022	Jennifer Lee	Cleared	\$29.97	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Summer School Cooking Club - 6/27/22	<b>\$29.97</b>
40000193	7/5/2022	ChildCare Careers, LLC	Cleared	\$1,551.40	62-6500-5760-1190-5810-020-000-000	Educational Consultants	SPED - Substitute Services	<b>\$998.75</b>
					62-7425-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services	<b>\$552.65</b>
40000191	7/5/2022	Amazon Capital Services	Cleared	\$485.58	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Can Liners - Qty 60	<b>\$485.58</b>
40000190	7/5/2022	Ascend Rehab Services, Inc.	Cleared	\$704.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	SPED Consultant - 5/16/22 - 5/31/22	<b>\$704.00</b>
40000194	7/5/2022	Laura Flaxman	Cleared	\$437.50	62-0000-1110-1000-5810-020-000-000	Educational Consultants	April - May 2022 - E-Mails, Meetings & Observations	<b>\$437.50</b>
40000195	7/5/2022	Walter Harris Jr.	Outstanding	\$39.70	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Painting Supplies	<b>\$39.70</b>

40000192	7/5/2022	Yolanda Cordova	Cleared	\$35.31	62-0000-1110-2700-5900-020-000-000	Communications	REIMB: Postage - Mailing School Docs 6/30/22	\$35.31
40000198	7/5/2022	Seneca Family of Agencies	Cleared	\$6,856.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Inv 7002811-IN - Tuition Catalyst	\$2,520.00
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Inv 7003013-IN - Catalyst District MH-CM	\$4,336.00
40000197	7/5/2022	Mills College	Outstanding	\$8,918.00	62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Waldorf Education Certificate Program	\$8,918.00
40000200	7/7/2022	Fireplace Inc	Cleared	\$2,499.00	62-0000-1110-1000-4410-020-000-000	Software and Software Licensing	Smore Team Account - Online Services	\$2,499.00
40000207	7/7/2022	Law Offices of Young, Minney, & Corr, LLP	Cleared	\$1,322.40	62-0000-0000-7100-5805-020-000-000	Legal Services	Services Through 6/30/22	\$1,322.40
40000199	7/7/2022	Blaisdell's Business Products	Cleared	\$88.14	62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Gloves	\$88.14
40000204	7/7/2022	Patrick Iydale Secrease	Cleared	\$1,320.00	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Painting	\$1,320.00
40000205	7/7/2022	Vision Service Plan - (CA)	Cleared	\$233.70	62-6500-5760-1190-3401-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	\$13.54
					62-6500-5760-1190-3401-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	\$13.54
					62-0000-1110-1000-3401-020-000-000	Health & Welfare Benefits Certificated	June 2022 Vision Premium	\$27.67
					62-0000-1110-2700-3402-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	\$20.30
					62-0000-1110-2700-3402-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	\$20.30
					62-0000-1110-1000-3401-020-000-000	Health & Welfare Benefits Certificated	July 2022 Vision Premium	\$14.13
					62-0000-1110-2700-3402-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	\$20.90
					62-0000-1110-2700-3401-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	\$6.77
					62-3213-1110-2700-3402-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	\$14.13
					62-0000-1110-1000-3402-020-000-000	Health & Welfare Benefits Classified	July 2022 Vision Premium	\$6.77
					62-3010-1110-2700-3402-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	\$6.77
					62-4203-1110-1000-3402-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	\$6.77
62-3010-1110-2700-3402-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	\$6.77					

					62-0000-1110-2700-3401-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	<b>\$6.77</b>
					62-0000-1110-1000-3402-020-000-000	Health & Welfare Benefits Classified	June 2022 Vision Premium	<b>\$6.77</b>
					62-0000-1110-2700-3402-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	<b>\$20.90</b>
					62-4203-1110-1000-3402-020-000-000	Health & Welfare Benefits	June 2022 Vision Premium	<b>\$6.77</b>
					62-3213-1110-2700-3402-020-000-000	Health & Welfare Benefits	July 2022 Vision Premium	<b>\$14.13</b>
40000201	7/7/2022	Walter Harris Jr.	Cleared	\$2,860.00	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Painting	<b>\$2,860.00</b>
40000206	7/7/2022	Xobee Networks Inc	Cleared	\$108.00	62-0000-1110-2700-5900-020-000-000	Communications	Monthly Charges - July 2022	<b>\$108.00</b>
40000203	7/7/2022	Armondo Surratt	Cleared	\$1,320.00	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Interior Painting	<b>\$1,320.00</b>
40000202	7/7/2022	Kimberly Palmore	Cleared	\$412.77	62-4035-1110-1000-5210-020-000-000	Training & Development Expense	Budget Trailer Training - 7/5/22	<b>\$40.00</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	New Family Social Food & Supplies - 6/30/22 - 7/1/22	<b>\$205.76</b>
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Painting - 6/28/22	<b>\$167.01</b>
40000208	7/8/2022	Oakland Unified School District	Cleared	\$19,813.50	62-0000-0000-8700-5600-020-000-000	Space Rental	2021/22 Final Facility Fee Billing	<b>\$19,813.50</b>
40000209	7/12/2022	Alameda County Office of Education	Cleared	\$10,381.60	62-0000-0000-0000-9503-020-000-000	Accrued STRS	June 2022 STRS	<b>\$10,381.60</b>
40000221	7/14/2022	T-Mobile	Cleared	\$335.40	62-3212-1110-2700-5900-020-000-000	Communications	Monthly Service - 5/21/22 - 6/20/22	<b>\$335.40</b>
40000213	7/14/2022	Lottie Garrison	Cleared	\$116.78	62-0000-1110-2700-5900-020-000-000	Communications	REIMB: USPS Postage, Office Depot Toner - 6/27 - 7/11/22	<b>\$64.30</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: USPS Postage, Office Depot Toner - 6/27 - 7/11/22	<b>\$52.48</b>
40000211	7/14/2022	ChildCare Careers, LLC	Cleared	\$799.00	62-0000-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 6/21/22 - 6/24/22	<b>\$799.00</b>
40000215	7/14/2022	Nhan Le	Cleared	\$58.13	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Michael's - Summer School Supplies - 6/4/22	<b>\$58.13</b>
40000210	7/14/2022	Amazon Capital Services	Cleared	\$1,262.60	62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Kleenex Facial Tissues	<b>\$82.71</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	File Folders	<b>\$126.70</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Child/Adult Face Masks, Disinfectant Wipes, Binders, Dividers	<b>\$252.38</b>

					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Chair Mat	<b>\$42.55</b>
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Child/Adult Face Masks, Disinfectant Wipes, Binders,Dividers	<b>\$758.26</b>
40000214	7/14/2022	Jennifer Lee	Cleared	\$181.75	62-7425-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Summer Learning Lab BBQ Supplies - 6/29/22	<b>\$181.75</b>
40000212	7/14/2022	Phillip Gedeon	Cleared	\$47.56	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Water for New Family Orientation - 6/20/22	<b>\$47.56</b>
40000219	7/14/2022	Townsend Maintenance Co., LLC	Cleared	\$8,270.00	62-3212-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Jantorial Services - July 2022	<b>\$8,270.00</b>
40000220	7/14/2022	Teachers on Reserve	Cleared	\$858.00	62-0000-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 5/2/22 - 5/6/22	<b>\$858.00</b>
40000218	7/14/2022	Seneca Family of Agencies	Cleared	\$5,833.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	6/30/22 - Inv # 70041004-IN - Catalyst District MH-CM	<b>\$3,523.00</b>
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	6/30/22 - Inv # 7003811-IN - Tuition Catalyst	<b>\$2,310.00</b>
40000217	7/14/2022	Riverside Insights	Cleared	\$551.09	62-6300-1110-1000-4200-020-000-000	Books & Other Reference Materials	Woodcock-Johnson IV Achievement Standard Test Pkg	<b>\$551.09</b>
40000216	7/14/2022	Revolution Foods, PBC	Cleared	\$6,402.67	62-5310-1110-3700-4700-020-000-000	Food & Food Supplies	Meal Service - June 2022	<b>\$6,402.67</b>
40000222	7/18/2022	Ida Oberman	Cleared	\$6,179.29	62-0000-0000-2700-5820-020-000-000	Fundraising Expense	Constant Contact	<b>\$45.00</b>
					62-0000-1110-1000-5820-020-101-000	Fundraising Expense	Frames for GALA	<b>\$100.93</b>
					62-0000-1110-1000-5820-020-101-000	Fundraising Expense	REIMB: Frames for Gala Awards - 6/27/22	<b>\$95.16</b>
					62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	Booth at Laurel Street/ Meet Prospective Parents	<b>\$421.50</b>
					62-0000-1110-2700-5900-020-000-000	Communications	Mailing	<b>\$32.75</b>
					62-6266-1110-1000-5210-020-000-000	Training & Development Expense	Waldorf Training	<b>\$2,661.11</b>
					62-0000-1110-1000-4200-020-000-000	Books & Other Reference Materials	Ortan Gillingham Training Books	<b>\$2,112.73</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Various Materials & Supplies	<b>\$710.11</b>
40000225	7/21/2022	Amazon Capital Services	Cleared	\$1,614.65	62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Electronic Supplies	<b>\$1,281.35</b>
					62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Disposable Earbuds Earphones	<b>\$60.39</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	25-Foot Extension Cord	<b>\$272.91</b>



40000228	7/21/2022	California Charter Schools Association	Cleared	\$2,525.00	62-0000-0000-2700-5300-020-000-000	Dues and Memberships	Membership through 6/30/2023	\$2,525.00
40000229	7/21/2022	ChildCare Careers, LLC	Cleared	\$8,159.88	62-0000-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 5/9/22 - 5/13/22	\$1,677.92
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 5/9/22 - 5/13/22	\$1,158.57
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 5/23/22 - 5/27/22	\$998.75
					62-6500-5760-1190-5810-020-000-000	Educational Consultants	Substitute Services - 5/23/22 - 5/27/22	\$1,498.15
					62-0000-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 5/2/22 - 5/6/22	\$2,826.49
40000224	7/21/2022	AT&T	Cleared	\$763.74	62-0000-1110-2700-5900-020-000-000	Communications	Monthly Service - 7/7/22 - 8/6/22	\$763.74
40000223	7/21/2022	Alameda County Office of Education	Cleared	\$3,339.98	62-0000-0000-7300-5875-020-000-000	District Oversight Fees	4th Qtr (Apr-Jun 2022) Oversight & Monitoring Chgs FY 21/22	\$1,002.00
					62-0000-1110-2700-5875-020-000-000	District Oversight Fees	4th Qtr (Apr-Jun 2022) Oversight & Monitoring Chgs FY 21/22	\$2,337.98
40000232	7/21/2022	Diane Goettlicher	Cleared	\$3,905.00	62-0000-0000-8700-5601-020-000-000	Building Maintenance	Painting Services	\$3,905.00
40000233	7/21/2022	Kimberly Palmore	Cleared	\$1,330.99	62-6266-1110-1000-5210-020-000-000	Training & Development Expense	REIMB: Waldorf Training - 6/17/22	\$1,330.99
40000234	7/21/2022	Townsend Maintenance Co., LLC	Cleared	\$2,530.00	62-3212-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Substitute Services - 5/23/22 - 5/27/22	\$2,530.00
40000230	7/21/2022	Document Tracking Services	Cleared	\$808.94	62-0000-0000-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	Document Translations - 6/1/22 - 7/1/22	\$808.94
40000231	7/21/2022	Amy Gaerlan	Cleared	\$91.06	62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	REIMB: Facebook Ads 6/30/22	\$91.06
40000227	7/21/2022	Charter School Management Corporation	Cleared	\$6,667.00	62-0000-0000-7300-5873-020-000-000	Financial Services	August 2022 - Business Back Office Monthly Support	\$2,000.10
					62-0000-1110-2700-5873-020-000-000	Financial Services	August 2022 - Business Back Office Monthly Support	\$4,666.90
40000226	7/21/2022	M.B.	Cleared	\$4,000.00	62-0000-0000-7200-5807-020-000-000	Legal Settlements	Settlement Reimbursments - 6/27/22	\$4,000.00
40000235	7/27/2022	Catherine Collins	Cleared	\$609.86	62-0000-0000-0000-9501-020-000-000	Accrued Salaries	PR Check 07/25/2022	\$609.86
40000237	7/28/2022	Adriana San Millan School Psychology and Special Ed Svs LLC	Cleared	\$224.87	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Occupational Therapist Services - 06/17/22	\$224.87
40000236	7/28/2022	Alameda County Office of Education	Cleared	\$630.00	62-0000-1110-2700-5900-020-000-000	Communications	Internet Service w/eRate Discount - 07/01/22 - 06/30/23	\$630.00

40000241	7/28/2022	Sonitrol	Cleared	\$1,362.69	62-0000-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Intrusion Monitoring - 08/01/22 - 10/31/22	\$1,362.69
40000238	7/28/2022	Charter Safe	Cleared	\$5,516.00	62-0000-0000-2700-5400-020-000-000	Insurance	August Premium 2022-2023 - Package Premium	\$3,605.00
					62-0000-1110-1000-3601-020-000-000	Worker Compensation Insurance	August Premium 2022-2023 - Workers' Compensation	\$1,911.00
40000240	7/28/2022	Oakland Enrolls	Cleared	\$17,590.00	62-0000-1110-1000-4410-020-000-000	Software and Software Licensing	SY23-24 Charter Application/Support/Operations/Data	\$17,590.00
40000239	7/28/2022	East Bay Municipal Utility District	Cleared	\$613.90	62-0000-0000-8100-5501-020-000-000	Utilities	Water & Waste Charges - 05/19/22 - 07/18/22	\$613.90
40000245	8/4/2022	Kimberly Palmore	Cleared	\$1,214.84	62-0000-1110-1000-4410-020-000-000	Software and Software Licensing	8/2/22 - Waldorf Training	\$15.00
					62-0000-0000-2700-5200-020-000-000	Travel & Conferences	7/22/22 - CBO Training Hotel	\$795.00
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	6/17/22 - Staff Breakfast / Lunch for Day 1 of Training	\$404.84
40000242	8/4/2022	Amazon Capital Services	Cleared	\$3,050.80	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Red Binders	\$99.18
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	COVID Decals	\$59.79
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Wireless Keyboard & Mouse, Shelves	\$192.67
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Binding Machine	\$319.61
					62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Classroom Supplies	\$1,233.68
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Teacher Supplies	\$1,134.90
					62-6300-1110-1000-4200-020-000-000	Books & Other Reference Materials	Color Theory Guide Book	\$10.97
40000247	8/4/2022	Zoom Video Communications, Inc	Cleared	\$1,935.00	62-3212-0000-2700-5900-020-000-000	Communications	Zoom Video Subscription - 8/1/22 - 7/31/23	\$1,935.00
40000244	8/4/2022	Benjamin Lawrence	Cleared	\$68.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: LiveScan Fingerprinting - 07/22/22	\$68.00
40000246	8/4/2022	Xobee Networks Inc	Cleared	\$108.00	62-0000-0000-2700-5900-020-000-000	Communications	Monthly Charges - August 2022	\$108.00
40000243	8/4/2022	Catherine Collins	Outstanding	\$74.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: LiveScan - Fingerprinting - 6/29/22	\$74.00
40000248	8/11/2022	Alameda County Office of Education	Cleared	\$14,210.09	62-0000-0000-0000-9503-020-000-000	Accrued STRS	July 2022 STRS	\$14,210.09
40000265	8/12/2022	Haley Zanze	Cleared	\$57.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Fingerprinting - 8/4/22	\$57.00

40000255	8/12/2022	EMS LINQ INC	Cleared	\$690.10	62-3310-1110-1000-4410-020-000-000	Software and Software Licensing	Titan - Student Management	\$690.10
40000256	8/12/2022	Carol A Hill	Cleared	\$350.00	62-0000-0000-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	Grant Proposals	\$350.00
40000257	8/12/2022	Hennessy Jimenez	Outstanding	\$93.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Fingerprinting - 8/4/22	\$93.00
40000258	8/12/2022	Kimberly Palmore	Cleared	\$2,545.57	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Milk & Cups (no milk delivered by Rev Foods)	\$28.83
					62-7028-0000-2700-4400-020-000-000	Noncapitalized Equipment	Kitchen Equipment/Supplies	\$1,288.71
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Tool set to assemble new kitchen equipment for the year	\$28.03
					62-0000-0000-2700-5815-020-000-000	Advertising / Recruiting	Edjoin fees for bob postings	\$1,200.00
40000252	8/12/2022	Gabriel Ben-Shalom	Outstanding	\$82.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Fingerprinting - 7/18/22	\$82.00
40000250	8/12/2022	Anaxy Barraza	Cleared	\$485.52	62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Art Supplies and Notebooks - 8/4/22	\$485.52
40000249	8/12/2022	Amazon Capital Services	Cleared	\$2,468.63	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Zipper Seal Storage Bags	\$97.53
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Office Supplies / Garage Door Openers	\$882.30
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Can Liners	\$1,264.39
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Children's Face Msk	\$152.80
					62-6300-1110-1000-4200-020-000-000	Books & Other Reference Materials	Design Basics Book (Waldorf Supplies)	\$71.61
40000262	8/12/2022	Armondo Surratt	Cleared	\$1,200.00	62-3213-0000-8700-5601-020-000-000	Building Maintenance	Interior Painting	\$1,200.00
40000263	8/12/2022	Townsend Maintenance Co., LLC	Cleared	\$7,760.00	62-3212-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Janitorial Services - August 2022	\$7,760.00
40000264	8/12/2022	Vision Service Plan - (CA)	Cleared	\$89.79	62-0000-1110-1000-3401-020-000-000	Health & Welfare Benefits Certificated	August 2022 Vision Premium	\$88.79
					62-0000-1110-1000-3401-020-000-000	Health & Welfare Benefits Certificated	August 2022 Vision Premium - Balance	\$1.00
40000254	8/12/2022	ChildCare Careers, LLC	Cleared	\$799.00	62-7425-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 6/27/22 - 6/30/22	\$799.00
40000260	8/12/2022	Esther Pyon	Cleared	\$74.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Fingerprinting - 8/2/22	\$74.00
40000261	8/12/2022	Alison Rose	Cleared	\$2,000.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Consulting Services - 7/11/22 - 7/29/22	\$2,000.00

40000259	8/12/2022	Alegra Alessandri Pfeifer	Cleared	\$74.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: fingerprinting - 7/20/22	\$74.00
40000251	8/12/2022	Danee Black	Cleared	\$624.75	62-4035-1110-1000-5210-020-000-000	Training & Development Expense	Coloring Journals - Qty 25	\$624.75
40000253	8/12/2022	Charter Safe	Cleared	\$5,516.00	62-0000-1110-1000-3601-020-000-000	Worker Compensation Insurance	September Premium 2022-2023 - Workers' Compensation	\$1,911.00
					62-0000-0000-2700-5400-020-000-000	Insurance	September Premium 2022-2023 - Package Premium	\$3,605.00
40000272	8/18/2022	Catherine Collins	Outstanding	\$177.78	62-0000-0000-2700-4300-020-000-000	Materials & Supplies	REIMB: Supplies	\$103.77
					62-0000-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Desk, Shirt Name Tags	\$74.01
40000269	8/18/2022	Blaisdell's Business Products	Cleared	\$811.37	62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Gloves	\$708.11
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Toner Cartridge	\$103.26
40000267	8/18/2022	Amazon Capital Services	Cleared	\$2,673.80	62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Cleaning Supplies	\$148.87
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Children's Face Masks	\$137.20
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Staff First Aid & CPR Training	\$10.48
					62-0000-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Supplies	\$307.43
					62-6762-0000-2700-4300-020-000-000	Materials & Supplies	Art Supplies	\$160.19
					62-3213-0000-2700-4300-020-000-000	Materials & Supplies	Wall Chargers/Cell Phone Screen Protector	\$147.98
					62-6500-5760-1190-4300-020-000-000	Materials & Supplies	Office Supplies for School Psychiatrist	\$166.51
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Supplies	\$124.36
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Clocks	\$61.72
					62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Magnetic Erase Board	\$229.21
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	3-Shelf Utility Plastic Cart with Wheels	\$88.19
					62-6762-1110-1000-4430-020-000-000	Noncapitalized Student Equipment	Art Drying Rack	\$264.04
62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Zipper Storage Bags	\$48.76					

					62-6500-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Notebooks T- Classroom	<b>\$101.42</b>
					62-7028-0000-2700-4400-020-000-000	Noncapitalized Equipment	Storage Shelves	<b>\$259.08</b>
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	COVID Decals	<b>\$10.91</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Salmon Color Copy Paper	<b>\$17.36</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Supplies	<b>\$247.23</b>
					62-6762-0000-2700-4300-020-000-000	Materials & Supplies	Organic Cotton Washable Cloth Napkins	<b>\$142.86</b>
40000266	8/18/2022	AT&T	Cleared	\$121.35	62-0000-1110-2700-5900-020-000-000	Communications	onthly Service - 8/7/22 - 9/6/22	<b>\$121.35</b>
40000277	8/18/2022	Maxim Healthcare Staffing Services, Inc.	Cleared	\$4,050.50	62-6500-5760-1190-5810-020-000-000	Educational Consultants	SpED Teacher / Behavior Tech-Period Ending 5/14/22	<b>\$4,050.50</b>
40000278	8/18/2022	Mercurius	Cleared	\$99.87	62-6762-0000-2700-4300-020-000-000	Materials & Supplies	Colored Pencils	<b>\$99.87</b>
40000279	8/18/2022	Chris Peters, Lifesaver CPR	Outstanding	\$1,755.00	62-4035-1110-1000-5210-020-000-000	Training & Development Expense	Staff First Aid & CPR Training	<b>\$1,755.00</b>
40000268	8/18/2022	M.B.	Cleared	\$2,950.95	62-0000-0000-7200-5807-020-000-000	Legal Settlements	Settlement Reimbursements - 8/11/22	<b>\$2,950.95</b>
40000271	8/18/2022	ChildCare Careers, LLC	Cleared	\$3,795.31	62-0000-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services - 8/1/22 - 8/5/22	<b>\$3,795.31</b>
40000275	8/18/2022	HWC COnsultants, LLC	Outstanding	\$2,774.00	62-0000-0000-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	E-Rate FY 2022 Catagory One Application Svcs	<b>\$2,774.00</b>
40000276	8/18/2022	Nhan Le	Cleared	\$64.66	62-6300-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Classroom Supplies - 7/31/22	<b>\$64.66</b>
40000274	8/18/2022	Walter Harris Jr.	Cleared	\$2,600.00	62-3212-1110-1000-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	Campus Project: Interior Painting Services	<b>\$2,600.00</b>
40000273	8/18/2022	Great Minds PBC	Cleared	\$2,225.16	62-3010-1110-1000-4100-020-000-000	Approved Textbooks & Core Curricula Materials	Math Workbooks	<b>\$2,225.16</b>
40000270	8/18/2022	Charter School Management Corporation	Cleared	\$6,667.00	62-0000-0000-7300-5873-020-000-000	Financial Services	September 2022 - Business Back Office Monthly Support	<b>\$2,000.10</b>
					62-0000-1110-2700-5873-020-000-000	Financial Services	September 2022 - Business Back Office Monthly Support	<b>\$4,666.90</b>
40000280	8/25/2022	Amazon Capital Services	Cleared	\$1,820.82	62-6500-5760-1190-4300-020-000-000	Materials & Supplies	Thumball, Inflatable Sand Box, Board Games	<b>\$124.16</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	AA & AAA Batteries	<b>\$70.43</b>
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Blk Curtain Rods Different Sizes	<b>\$371.48</b>

					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	ID Badges, 1-Channel Keychain Transmitter	<b>\$597.22</b>
					62-6762-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Colored Paper, Paper Roll	<b>\$364.39</b>
					62-6500-5760-1190-4300-020-000-000	Materials & Supplies	Math Laminated Posters, Silly Putty, Laptop Stand	<b>\$148.00</b>
					62-3212-0000-2700-4300-020-000-000	Materials & Supplies	Blk Disposable Masks, Floor Sticker Decals	<b>\$145.14</b>
40000282	8/25/2022	Walter Harris Jr.	Cleared	\$1,170.00	62-3212-0000-2700-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	Transported All Boxes Containing Book to Library, Trash P/U	<b>\$1,170.00</b>
40000281	8/25/2022	Lottie Garrison	Outstanding	\$95.96	62-0000-1110-1000-5210-020-000-000	Training & Development Expense	REIMB: Young Minney & Corr, LLP Training, Milk 08/18/22	<b>\$80.00</b>
					62-5310-1110-3700-4700-020-000-000	Food & Food Supplies	REIMB: Young Minney & Corr, LLP Training, Milk 08/18/22	<b>\$15.96</b>
40000283	8/25/2022	Seneca Family of Agencies	Cleared	\$9,700.00	62-3327-5760-1190-5810-020-000-000	Educational Consultants	Tuition Catalyst - July 2022 - Inv# 7004816-IN	<b>\$5,700.00</b>
					62-3327-5760-1190-5810-020-000-000	Educational Consultants	Tuition Catalyst - July 2022 - Inv# 7004630-IN	<b>\$4,000.00</b>
40000284	8/31/2022	West Contra Costa Public Education Fund	Outstanding	\$12,587.50	62-0000-1110-1000-4410-020-000-000	Software and Software Licensing	2021-2022 Software License	<b>\$12,587.50</b>
<b>Total Check Amount</b>				<b>\$486,666.44</b>	<b>Total GL Amount</b>			<b>\$487,348.22</b>

# Coversheet

## Approve Minutes - CSCE Board Retreat - Sunday, June 12th, 2022

**Section:** II. Consent Agenda  
**Item:** D. Approve Minutes - CSCE Board Retreat - Sunday, June 12th, 2022  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for CSCE Board Retreat - Sunday, June 12th, 2022 on June 12, 2022





career; and youth voices contribute in valued and meaningful ways to the success of a thriving, equitable, and multicultural society.

## 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. Pang (remote), M. Candido (remote), S. Richardson Baker (remote)

### Directors Absent

A. Alessandri, L. Morones, V. Navarro

### Guests Present

I. Oberman (remote), K. Palmore (remote), R. Alcantar (remote), S. Lefkowitz (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 Sunday Jun 12, 2022 at 10:33 AM.

### C. Agenda Approval

A. Barnes made a motion to Approve Agenda.

M. Candido seconded the motion.

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

#### Roll Call

L. Morones	Absent
G. Pang	Aye
V. Navarro	Absent
A. Prentiss	Aye
A. Alessandri	Absent
S. Richardson Baker	Aye

**Roll Call**

A. Barnes Aye  
M. Candido 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.  
A. Barnes seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

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

**B. Approve Minutes - Board Meeting - Monday, June 6th, 2022**

A. Prentiss made a motion to approve the minutes from CSCE Board Meeting - Monday, June 6th, 2022 on 06-06-22.  
A. Barnes seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

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

**C. Approve 2022-23 Academic Calendar**

A. Prentiss made a motion to Approve 2022-23 Academic Calendar.  
A. Barnes seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

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

**III. Business**

**A.**

### Approve Consent Agenda

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

#### Roll Call

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

## IV. Governance

### A. Head of School Candidate

A. Barnes made a motion to Approve Mr. Gedeon as Head of School Candidate.  
A. Prentiss seconded the motion.  
The board **VOTED** unanimously to approve the motion.

#### Roll Call

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

### B. 2022-2023 Declaration of Need for Fully Qualified Educators

A. Prentiss made a motion to Approve 2022-2023 Declaration of Need for Fully Qualified Educators with one edit on page 3 change from "4" to "6".  
A. Barnes seconded the motion.  
The board **VOTED** unanimously to approve the motion.

#### Roll Call

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

### C. LCAP Supplement Template

A. Barnes made a motion to Approve LCAP Supplement Template.  
G. Pang seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

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

**D. 2022-23 LCAP**

A. Barnes made a motion to Approve 2022-23 LCAP with recommendation to complete page 41 and 47.

A. Prentiss seconded the motion.

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

**Roll Call**

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

**E. 2022-23 Budget**

G. Pang made a motion to Approve 2022-23 Budget.

A. Prentiss seconded the motion.

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

**Roll Call**

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

**F. CharterSafe Renewal**

A. Prentiss made a motion to Approve CharterSafe Renewal.

M. Candido seconded the motion.

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

**Roll Call**

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

**G.**

### 403b Retirement Plan

A. Prentiss made a motion to Approve 403b Retirement Plan.

M. Candido seconded the motion.

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

#### Roll Call

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

## V. Other Business

### A. Next Board Meeting 6p-8p Monday, August 1, 2022

A. Prentiss made a motion to Approve Board Meeting Monday, August 1, 2022 6p-8p on Zoom.

G. Pang seconded the motion.

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

#### Roll Call

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

### B. Board Calendar 2022-2023

A. Prentiss made a motion to Approve Board Calendar 2022-2023.

G. Pang seconded the motion.

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

#### Roll Call

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

### C. Board Annual Retreat 11a - 1p (same Zoom link) Sunday June 12, 2022

## 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 11:58 AM.

Respectfully Submitted,

A. Prentiss

A. Prentiss made a motion to Adjourn Meeting.

G. Pang seconded the motion.

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

**Roll Call**

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

---

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

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.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact Community School for Creative Education, 2111 International Blvd., Oakland CA 94606, tel: 510 686 4131; em: [info@communityschoolforcreativeeducation.org](mailto:info@communityschoolforcreativeeducation.org). For copies of this agenda and for agendas and minutes of prior meetings, visit our website ([www.communityschoolforcreativeeducation.org](http://www.communityschoolforcreativeeducation.org)).

# Coversheet

## SENCA MOU

<b>Section:</b>	V. Governance
<b>Item:</b>	B. SENCA MOU
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	CSCE MOU.pdf

## **MEMORANDUM OF UNDERSTANDING**

### **COMMUNITY SCHOOLS FOR CREATIVE EDUCATION AND SENECA FAMILY OF AGENCIES FOR UNCONDITIONAL EDUCATION SERVICES**

This Memorandum of Understanding (MOU) describes and confirms the expectations and responsibilities of Seneca Family of Agencies (“Seneca”) and Community Schools for Creative Education regarding provision of Unconditional Education Services as described in this MOU.

#### **I. TERM**

The term of this MOU is July 1, 2022 through June 30, 2023, unless sooner terminated as provided herein.

#### **II. SENECA RESPONSIBILITIES**

Seneca agrees to provide:

- 1 FTE Unconditional Education Coach: \$175,000/year (see attached budget)

#### **III. COMMUNITY SCHOOLS FOR CREATIVE EDUCATION RESPONSIBILITIES**

Community Schools for Creative Education agrees to:

- Reimburse Seneca Family of Agencies \$175,000 over equal monthly installments for the 2022-2023 school year.
- Work in Collaboration with Seneca Family of Agencies to enhance the effectiveness of the services offered.

#### **IV. INSURANCE**

Seneca shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

- Commercial General Liability Insurance, inclusive of sexual molestation and abuse coverage, with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, and \$3,000,000 (three million dollars) in the aggregate.
- Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- Workers’ Compensation Insurance, with Employer’s Liability limits not less than \$1,000,000 (one million dollars) each accident.
- For maximum limits not met above, a \$7,000,000 Umbrella/Excess Liability policy is held in order to provide the additional layers of coverage.

For any claims related to the services, Seneca's Insurance shall be primary as respects Community Schools for Creative Education, its subsidiaries, officials and employees. Any Insurance maintained by Community Schools for Creative Education, its subsidiaries, officials and employees shall be excess of Seneca's Insurance and shall not contribute with It. With regards to Seneca's General Liability and Auto Liability, Seneca shall name Community Schools for Creative Education, its directors, officers, employees, volunteers, authorizer, and agents as additional Insureds. With regards to Seneca's workers' compensation policy, it shall be endorsed with a Waiver of Subrogation Clause in favor of Community Schools for Creative Education. Seneca shall produce a Certificate of Insurance and supporting documentation evidencing the above insurance requirements. Community Schools for Creative Education shall be provided with advance notice of cancellation or diminishment of limits of liability.

Seneca shall indemnify, defend, and hold Community Schools for Creative Education, its directors,



officers, employees, volunteers, authorizers, and agents, harmless from all claims, demands, actions,

Page 1 of 4

suits, losses, injuries, expenses (Including attorneys' fees and court costs) arising out of or related to Seneca's use or occupancy of the Community Schools for Creative Education premises, or the conduct of Its business on or off of the Community Schools for Creative Education premises; provided, however, that Seneca shall have no obligation to indemnify, defend, or hold Community Schools for Creative Education, Its directors, employees, volunteers, authorizer, and agents, harmless from any claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs), arising out of or related to the negligent or willful conduct of Community Schools for Creative Education, Its directors, employees, volunteers, authorizer, and agents or other entity or person not subject to Seneca's control and supervision.

#### **V. CRIMINAL BACKGROUND CHECKS**

Seneca shall comply with the requirements of California Education Code section 45125.1, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Seneca's employees, prior to service with any Community Schools for Creative Education student. Seneca hereby agrees that Seneca's employees shall not come in contact with Community Schools for Creative Education students until CDOJ and FBI clearances are ascertained. Seneca shall certify in writing to the Community Schools for Creative Education that none of its employees who may come into contact with Community Schools for Creative Education students have been convicted of a violent or serious felony. Seneca shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2. Seneca shall be responsible for the costs of the Fingerprinting clearances.

#### **VI. TUBERCULOSIS TESTING**

Seneca shall require all employees, agents or volunteers who will have prolonged contact with students to complete tuberculosis testing as described in EC 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, persons who are skin test negative shall be required to undergo the foregoing examination at least once every four years.

#### **VII. TERMINATION**

Either party may terminate this MOU with 30 days prior written notice. Alternatively, this MOU may be terminated immediately in writing by either party if there is a failure to comply with the terms and conditions.

#### **VIII. PARTNERSHIP STAFFING**

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally be excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire,

nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca

Page 2 of 4

and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

#### **IX. DATA-SHARING**

CSCE and Seneca shall comply with all applicable federal, state, and local laws relating to the confidentiality of CSCE and/or its students' information, if applicable, including without limitation (i) the Health Insurance Portability and Accountability Act of 1996 and implementing regulations ("HIPAA"), (ii) the California Confidentiality of Medical Records Act, Civil Code 56, et seq., and (iii) the Family Educational Rights and Privacy Act of 1974 ("FERPA"). For the purpose of the services under this MOU, contracted Seneca staff will be designated as "school officials" under FERPA and will be subject to the same conditions governing the use and redisclosure of education records that apply to other school officials at CSCE.

- Purpose: In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.
- Scope and Data Elements: Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.
- Transfer of Data: The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.
- Contractor Responsibilities:
  1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
  2. Seneca will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
  3. Seneca shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
  4. Seneca shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter

the information by means of a computer, remote terminal, or other means.

**X. INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent legal entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. Seneca will be responsible for ensuring that all employer obligations for its employees are met, including employer withholding and taxes, workers compensation coverage, unemployment insurance,

Page 3 of 4

disability insurance, etc.

**XI. MISCELLANEOUS**

This MOU shall be governed by the laws of the State of California. The individuals executing this MOU warrant and represent that they have the authority to do so.

IN WITNESS WHEREOF, the parties sign this MOU as set forth below:

-Seneca Family of Agencies- -Community Schools for Creative Education-

(Authorized Signature) (Authorized Signature)

Scott Osborn, COO

(Name and Title) (Name and Title)

(Invoicing Contact)

(Invoicing Contact Email)



# Coversheet

## Connie E. Davidson Ed. D.: Education Learning Communities

<b>Section:</b>	V. Governance
<b>Item:</b>	C. Connie E. Davidson Ed. D.: Education Learning Communities
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Consulting Scope of Work.docx.pdf

Date: August 24, 2022

To: Principal Gedeon: Community School for Creative Education

From: Connie E. Davidson Ed. D.: Education Learning Communities

Re: Classroom Support for Ms. Haley Zanze and CSCE Professional Development

SCOPE:

- Provide mentoring and coaching from August 5, 2022, to December 16, 2022.
- Attend the teacher's class Monday through Thursday from: 8:30a to 4:00p
  - Wednesdays from 8:30a to 2:30 (may be extended to 4:00p as required.)
- Perform formative observations and provide constrictive feedback on the teacher's practice
- Communication with the teacher's University program as required.
- Perform observations and complete as required by the teacher's University.
- Model strategies and activity implementation
- Share information regarding Culturally Relevant Pedagogy with diverse populations in an urban setting
- Provide unit and lesson planning support including but not limited to:
  - Relevance
  - Age appropriate
  - Standard aligned
  - Measurable assessments:
    - Formative
    - Summative
- Provide guidance on:
  - Organization
  - Communication with parents
  - Facilitating the classroom community
- Co-teach and assist as needed during lesson implementation.
- Be available for teacher consults on campus, email, and text
- Preserve teacher confidentially
- Communicate with CSCE Administration regarding teacher performance in generalities and specificity with the teacher's permission.
- Maintain a valid teaching credential
  - Single subject: 210180108
  - CLAD: 950033412
- Assist other CSCE teachers with special projects

Daily Rate: 50-days @ \$300.00 not to exceed \$15,000.00

CALENDAR:

August	12-days
September	11-days
October	16-days
November	11-days
<u>December</u>	<u>9-days</u>
<b>TOTAL:</b>	<b>59-days</b>

# Coversheet

## Ed SPED Solutions

<b>Section:</b>	V. Governance
<b>Item:</b>	D. Ed SPED Solutions
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	2022-2023-CSCE-Master-Contract Ed SPED Solutions.pdf

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2022-2023*



**MASTER CONTRACT**  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA \_\_\_\_\_ *Community School for Creative Education*

Contract Year 2022-2023

\_\_\_\_\_ Nonpublic School

X \_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

\_\_\_\_\_ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2022-2023**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** *Community School for Creative Education*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** **Ed Sped Solutions, Inc.**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between *Community School for Creative Education*, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado SELPA and **Ed Sped Solutions, Inc.** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.



CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

#### **15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,



including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each



profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

#### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by



any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Ed Sped Solution, Inc.  
Nonpublic School/Agency

Community School for Creative Education  
LEA Name

By: Shalini Verma      09/07/22  
Signature                      Date

By: \_\_\_\_\_  
Signature                      Date

Shalini Verma/ Service Coordinator  
Name and Title of Authorized Representative

Kimberly Palmore/Director of Finance and Operations  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> <u>Shalini Verma/ Service Coordinator</u>	<b>Name and Title</b> <b>Kimberly Palmore</b> /Director of Finance and Operations
<b>Nonpublic School/Agency/Related Service Provider</b> <u>Ed Sped Solution, Inc.</u>	<b>LEA</b> <i>Community School for Creative Education</i>
<b>Address</b> 39159 Paseo Padre Pkwy Suite 205	<b>Address</b> 2111 International Blvd
<b>City</b> <b>State</b> <b>Zip</b> Fremont.                      CA                      94538	<b>City</b> <b>State</b> <b>Zip</b> Oakland                      CA                      94606
<b>Phone</b> <b>Fax</b> 408-372-8280                      408-608-2203	<b>Phone</b> <b>Fax</b> <u>510-686-4131</u>
<b>Email</b> <u>services@edsped.com, shalini@edsped.com</u>	<b>Email</b>

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip**

\_\_\_\_\_  
**Phone**                      **Fax**

\_\_\_\_\_  
**Email**

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Ed Sped Solutions, Inc.  
 The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$60</u>	<u>per hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$115</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$115</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$115</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535) BCBA</u>	<u>\$115</u>	<u>per hour</u>

<u>Behavior Intervention Services (535) BT</u>	<u>\$60</u>	<u>per hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
Other (900) <u>Psychoeducational Evaluation</u>	<u>\$2500</u>	<u>per eval</u>
Other (900) <u>Academic Assessments</u>	<u>\$1100</u>	<u>per evaluation</u>
Other (900) <u>Speech Evaluation (Bilingual)</u>	<u>\$2750</u>	<u>per evaluation</u>
Other (900) <u>Adaptive Physical Education Evals</u>	<u>\$2350</u>	<u>per evaluation</u>
Other (900) <u>FBA/BIP Evaluations</u>	<u>\$2500</u>	<u>per evaluation</u>
Other (900) <u>Health Plan</u>	<u>\$2350</u>	<u>per health plan</u>
Other (900) <u>Staff Health Trainings</u>	<u>\$2500</u>	<u>per training</u>
Other (900) <u>CALPADS/SEIS</u>	<u>\$150</u>	<u>per hour</u>
Other (900) <u>Paraeducator</u>	<u>\$45</u>	<u>per hour</u>
Other (900) <u>Hearing and Vision Screening</u>	<u>\$150</u>	<u>per student</u>

**EXHIBIT B: 2022-2023 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201\_\_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
 (Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): \_\_\_\_\_ Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS**

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

# Coversheet

## Revolution Foods Agreement

**Section:** V. Governance  
**Item:** E. Revolution Foods Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Community School for Creative Education Renewal Amendment 22 23.docx.pdf



**AMENDMENT TO VENDED MEALS COMPANY CONTRACT SECOND RENEWAL**

This Amendment Agreement (“Amendment”) made this August 9, 2022, by and Community School for Creative Education "Customer" or "Partner"), located at 2111 International Boulevard Oakland, CA 94606, and the Meal Vendor, Revolution Foods, PBC (“Vendor”), located at 2400 Grant Street, San Lorenzo, CA 94580. Partner and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

**Whereas**, the Parties entered into an agreement to provide reimbursable Meals under the National School Lunch Program and Child and Adult Care Food Program from August 1, 2020, and July 31, 2021 (“Contract”);

**Whereas**, the Parties desire to amend the Contract on the terms set forth in this Amendment.

**Now Therefore**, in consideration of the premises and mutual agreements contained in this Amendment, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. Effective September 1, 2022, and through July 31, 2023, SFA shall pay the following prices for this Third Renewal Term.

Meal	Price (each)
Breakfast, NSLP cold/hot (PK, K-5, 6-8)	\$2.57
Lunch NSLP (PK, K-5, 6-8)	\$4.12
Snack NSLP (PK, K-5, 6-8)	\$1.08
Supper CACFP	\$3.93
Snack CACFP	\$1.10

3. All other terms remain the same and in full force and effect.

**ACCEPTED AND AGREED TO:**

**Community School for Creative Education**

**Revolution Foods, PBC**

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

By: Christina Porter

Name: \_\_\_\_\_

Name: Christina Porter

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

Title: Director, Customer Success

Date: \_\_\_\_\_

Date: 9/8/22

# Coversheet

## COVID Safety Plan

**Section:** V. Governance  
**Item:** F. COVID Safety Plan  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
CSCE Safe Return to Reopen Plan and COVID Prevention Plan 8.1.2022 (1).pdf

**Community School for Creative Education  
Safe Return to Reopen Plan For Students and Staff  
COVID Prevention Plan**

Upon returning to school, students and staff will continue to abide by the California State Guidelines for K-12 schools, as well as local guidance from the Alameda County Public Health Department. There will be protocols in place that encompass CSCE's philosophy of safety first for our community.

### **Face Coverings**

- All students TK-8th grade, staff, and visitors are required to wear face masks **at all times**, with exemptions per CDPH face mask guidance.
- Additionally, students and families will wear masks during drop-off and pick-up, during recess and Physical Education classes, and during events on campus, even if outdoors.
- Students will be required to bring their own masks.
- Students will be provided with a mask if they forget to bring one or otherwise lose their mask during the day.
- Students will be encouraged to keep their mask on their wrist when it's removed from their face.
- Students who are exempted from wearing a face covering due to a documented medical condition, must wear a non-restrictive alternative, such as a face shield, as long as their condition permits it. Students must have a certification from a medical professional exempting them from wearing the face mask on file in the CSCE office.

### **Limited Volunteers**

While parent volunteers are vital in the classroom, to decrease the COVID-19 exposure, most volunteer opportunities are suspended until further notice. Our school will be limiting visitors to the front office and outdoor areas during regular school hours. When coming on campus, all guests, parents, and visitors are required to complete an [online health screening](#), wear a face mask, and comply with all restrictions. All visitors must follow the screening guidelines published on our website, complete the required health screening, and sign-in at the front office. Any volunteer staying on campus for longer than 15 minutes, or to be within 6ft of students, must be fully vaccinated.

### **Classroom Modifications**

Students will be instructed not to share items with their classmates. If items must be shared, students (and staff) will sanitize prior to and after using the item(s).

All classrooms will be equipped with sanitizing and disinfecting supplies. Students and staff will share the responsibility of sanitizing and wiping down desks, chairs, door knobs, and other

contact surfaces during the day, when appropriate. Janitorial staff will also clean high contact surfaces during the day and nightly.

**Ventilation**

Ventilation will be optimized including opening doors and windows as much as possible to provide air circulation, and using outdoor spaces when appropriate. Air purifiers will be used in classrooms.

**Restroom Modifications**

Restroom usage will be staggered and spaced out as much as possible. Students will be encouraged to maintain social distancing and proper handwashing, with limited contact between classes. Flooring outside of bathrooms will have spacing markers.

**Hand Sanitation Stations**

Each classroom will be provided with hand sanitation and cleaning supplies to encourage healthy hygiene practices, cleaning, and disinfection of surfaces. Surfaces will be cleaned daily. Hand sanitizer will be located outside of and in all classrooms and the lunchroom, as well as in the school hallways.

**Handwashing**

Hand-washing, avoiding contact with one's eyes, nose, and mouth, covering coughs and sneezes using the inside of the elbow will be taught at the lower grades and encouraged in all grades throughout the day. Students will be instructed to sanitize and/or wash hands before and after eating, after using the restroom, and after playing outside. All classrooms will be equipped with hand sanitizer. CSCE will be providing hand sanitizer to all staff for student use.

**Meal Modifications**

Breakfast will be served in the cafeteria and students will be encouraged to eat outside. If breakfast program exceeds internal and external capacity with appropriate physical distancing, CSCE will consider allowing students to eat breakfast in the classroom to prevent class cohort mixing. Students will be eating lunch in designated areas of the lunch room or at scheduled outdoor locations set aside for class cohorts. Mixing of classes will be discouraged. Extended Day snack and supper will be served in the cafeteria, with students encouraged to eat outside and in class cohorts.

Frequently touched surfaces will be cleaned and disinfected between classes. Students will be encouraged to bring their own water bottle that is labeled with their name. CSCE has a no sharing food policy which decreases the threat of allergic reactions and the spread of germs. Additionally, meals are available for all students free of charge.

## Recess and Physical Education

Students will not be required, but will be encouraged to wear face masks during recess or PE as long as it is held outside. Should the need arise based on a surge in COVID cases at CSCE, students will be required to wear masks during recess and PE. Students playing in close proximity or in large groups will be encouraged to wear face masks. During rainy days or other instances when recess and PE are held inside, students and staff will be required to wear masks at all times.

## Health Screening

Before students and staff come to school, they will need to conduct a self-check for signs and symptoms of COVID-19. Self assessment information is posted on the school website, and staff daily symptom check is conducted online.

## Testing

All CSCE staff and students shall receive a PCR test once weekly during the academic year, and must share results with the COVID Safety Team. CSCE shall offer PCR testing on campus once per week, though individuals may opt out of CSCE testing, provided they send weekly PCR test results to: [covid@communityschoolforcreativeeducation.org](mailto:covid@communityschoolforcreativeeducation.org).

CSCE may require a negative antigen test performed by staff to return to school after a positive COVID-19 diagnosis.

## Staying Home When Sick

Absences due to Health Screening restrictions will be counted as excused school day absences.

- All individuals with a fever above 99.9 or other illness symptoms are required to stay home. Employees and students who exhibit or develop symptoms consistent with COVID-19 will be required to stay home and quarantine.
- Unvaccinated students exposed to someone that is ill in the immediate family are required to stay home until the illness has been identified. If it is determined to be COVID-19, then all family members are required to stay off campus for 72 hours *after symptoms have subsided*, as long as a minimum of 10 days have passed since first symptom or diagnosis.
- All individuals who experience symptoms of a COVID-19 infection may not return to school until they have met **ALL** of the CDPH criteria:
  - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications, AND
  - Other symptoms have improved, AND
  - A negative COVID PCR test, OR a healthcare provider has provided documentation that symptoms are typical due to an underlying chronic condition

(ie. Asthma), OR a healthcare provider has provided a diagnosis (ie. Strep throat), OR at least 10 days have passed since symptoms started.

### **Positive Case Procedures**

On-Campus Contact Tracing System:

CSCE is working with the Alameda County Public Health Department to conduct contact tracing. When notified of a positive case on campus, the administrative team will contact the health department and begin to trace the person's movement on campus. All affected areas will be secured and sanitized following the deep sanitation protocol. All individuals that came into direct contact with the infected person will be notified as soon as possible.

### **Communication:**

When there is a confirmation of a positive COVID-19 test result, a parent or staff member will notify the COVID-19 team as soon as the results are received. The COVID-19 team will notify the administrative team and one of the administrative team members will send an email to the class and alert anyone who has come into direct contact with the individual.

The identity of the person will not be communicated. CDC requirements will be followed in all cases. CSCE's priority is to keep students, families, and staff safe.

Any individual who tests positive for COVID-19 must remain off campus for a minimum of 7 days. A negative rapid antigen test may be required to return to campus.

### **Positive Case Protocol**

If a student, teacher or staff member tests positive for COVID-19 and had exposed others at the school, CSCE will implement the following steps:

- Notify the local public health department
- Isolate the case and exclude from school for minimum 7 days from symptom onset
- Identify close contacts (students who were in 0-6ft with the individual for 15 minutes or more over a 24-hour period)
- Disinfect and clean classroom and primary spaces where the individual spent significant time.
- Class will remain open (though the class may be temporarily relocated for cleaning) unless there are multiple confirmed cases.
- If the classroom must be shut down, families will be notified via ParentSquare, text, and robocall. Instruction will continue via distance learning and Zoom the following day until the quarantine is over.

If there are multiple cases, Administration will contact the local public health department and decide whether classroom or school closure is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.

Areas on campus that were visited by the COVID-19 positive individual will be cleaned and disinfected.

School or classroom closure will be communicated to students, parents, teachers, staff and other necessary parties.

### **Exposure & Quarantine**

To be fully vaccinated an individual must be 2 weeks or more past their second dose in a 2-dose series (Pfizer or Moderna) OR be 2 weeks or more past their single dose vaccine (Johnson & Johnson)

#### *For fully vaccinated individuals:*

Those who are fully vaccinated do not need to quarantine or be tested if they are asymptomatic after a known exposure.

If a fully vaccinated individual experiences COVID-19 symptoms, they should immediately quarantine, get tested and follow the directions from their healthcare provider and in the “Staying Home When Sick” section of this policy. The COVID-19 team should be notified immediately.

#### *For non-vaccinated individuals:*

Quarantine recommendations for unvaccinated students for exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.

When both parties were wearing a mask in any school setting in which students are supervised by school staff (including indoor or outdoor school settings and school buses, including on buses operated by public and private school systems), unvaccinated students who are close contacts (15 minutes or more over a 24-hour period within 0-6 feet indoors) may undergo a modified quarantine as follows. They may continue to attend school for in-person instruction if they:

- Are asymptomatic;
- Continue to appropriately wear a mask, as required;
- Undergo at least 2x a week testing during the 10 day quarantine; and
- Quarantine for all extracurricular activities at school including sports, and activities in the community setting.
- Those who choose to quarantine at home:
  - Quarantine can end after Day 7 of last known exposure without testing OR
  - Quarantine can end after Day 5 if the individual gets a negative COVID test after Day 5 from the date of last exposure.

- As of 1/18/2022, Quarantine can end after Day 5 if the individual does not exhibit any symptoms, and tests negative upon return to school on or after Day 6.

If a non- vaccinated individual experiences COVID-19 symptoms, they should immediately quarantine, get tested, and follow the directions from their healthcare provider.

*Quarantine recommendations for unvaccinated students for exposures outside of campus:*

When a student is exposed to a positive case under close contact (15 minutes or more over a 24-hour period, within 0-6 feet), the student must quarantine and the family must notify the school immediately ([covid@communityschoolforcreativeeducation.org](mailto:covid@communityschoolforcreativeeducation.org)).

- If the student is symptomatic, they must begin quarantine, get tested, and cannot return to school before:
  - Day 8 (date of exposure is day 0), AND
  - Fever is gone for at least 24 hours, AND
  - Student feels better
- If student is not symptomatic, they must begin quarantine,
  - Get tested after 3-5 days and share results with school
  - Monitor symptoms for a full 5 days
  - Can return to school on Day 6, with a negative rapid antigen test performed by school staff.





### Free Community Testing Sites

Community testing sites are free. You do not need a doctor’s note or medical insurance to get tested, you will not be asked about your immigration status, and most test results are available within 2-5 days. Source: <https://covid-19.acgov.org/testing>

<p><b>Asian Health Services Community Testing</b></p> <p><b>Clinton Park</b></p> <p>655 International Blvd. Oakland, CA 94606</p> <p>Entrance on the corner of 6th St and 12th St</p> <p>Mondays: 1:00 pm - 4:00 pm</p> <p><a href="#">Schedule an appointment</a></p> <p>Walk ups accepted</p>	<p><b>Native American Health Center</b></p> <p>Parking Lot</p> <p>3050 International Blvd., Oakland, CA 94601</p> <p>Monday, Tuesday, Thursday &amp; Friday: 9:00am - 5:00pm</p> <p>Wednesday: Closed</p>
<p><b>Asian Health Services Community Testing</b></p> <p><b>Madison Square Park</b></p> <p>810 Jackson Street, Oakland CA 94607</p> <p>Tuesday: 8:30 am-12:30 pm, &amp; 1:30 pm-4 pm</p> <p>Wednesday: 1:00 pm - 4:00 pm</p> <p>Thurs.: 8:30 am-12:30 pm, &amp; 1:30 pm-4 pm</p> <p>Friday: 1:00 pm - 4:00 pm</p> <p>Appointment only</p> <p><a href="#">Register here</a> or call (510) 735-3222</p> <p>Language assistance available at 211</p>	<ul style="list-style-type: none"> <li>● Walk-ups are accepted until capacity has been met</li> <li>● Identification is required for all adults 18 years and older</li> <li>● Legal parent or guardian must accompany children between the ages of 1-12 years old</li> <li>● Test results take 48-72 hours to return</li> </ul> <p><a href="#">Register here</a></p>
<p><b>CORE and Allen Temple Baptist Church</b></p>	<p><b>Optum Serve Mobile MegaBus Testing</b></p> <p><b>Oakland Coliseum</b></p> <p>7200 San Leandro Blvd., Oakland, CA 94621</p> <p>Every Monday: 7:00 am – 7:00 pm</p> <p>Staff Lunch: 11am-12pm, Dinner 4pm-5pm</p> <p><a href="#">Register for testing at the Oakland Coliseum</a></p> <p><b>Optum Serve Mobile MegaBus Testing</b></p>



<p>8501 International Blvd., Oakland, CA 94621</p> <p>Tuesdays and Thursdays: 10:00 am - 4:00 pm (Closed from 1-2 on testing days)</p> <p><a href="#">Register here</a></p> <p><b>La Clínica de La Raza</b></p> <p>BART parking lot, on corner of Derby and E 12th street, (near Guadalajara restaurant)</p> <p>Monday thru Thursday: 9:00am - 3:30pm</p> <p>Closed for Lunch 12-1</p> <p><a href="#">Register for testing at La Clínica de La Raza here</a></p> <p><b>Lifelong Medical Care</b></p> <p>Foothill Square</p> <p>10700 MacArthur Blvd, Oakland</p> <p>Mondays-Fridays: 8:30am - 4pm</p> <p>Closed on Wednesday, February 17th</p> <p>Appointments Recommended</p> <p><a href="#">Register here</a></p>	<p><b>West Oakland BART Station</b></p> <p>1451 7th St., Oakland, CA 94607</p> <p>Every Saturday: 7:00 am – 7:00 pm</p> <p>Staff Lunch: 11am-12pm, Dinner 4pm-5pm</p> <p><a href="#">Register for testing at the West Oakland BART Station</a></p> <p>Appointments and walk-ups accepted</p> <p><b>Roots Community Health Center</b></p> <p>9925 International Blvd., Oakland, CA 94603</p> <p>Mondays: 9:30am – 2:00pm</p> <p>Thursdays: 9:30 - 12:30pm</p> <p><b>Registration is preferred but not required!</b></p> <p><a href="#">Register here</a> or email <a href="mailto:admin@rootsclinic.org">admin@rootsclinic.org</a></p>
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## COVID-19 Prevention Program (CPP)

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace. Date of last update: August 1, 2022

### Authority and Responsibility

Community School for Creative Education, led by the Head of School under the direction of the CSCE Board of Directors, has the overall authority and responsibility for implementing the provisions of this CPP in our workplace. The Compliance & Operations Manager is our COVID Liaison, and the COVID Safety Team works to ensure compliance. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

### Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Evaluate and minimize potential workplace exposures.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.

### Employee participation

Employees are encouraged to participate in the identification and evaluation of COVID-19 hazards by:

Reporting any COVID-19 hazard to the Compliance & Operations Manager (or COVID-19 safety designee);

Participating in collaborative problem-solving sessions as needed to evaluate and correct any identified COVID-19 hazards.

### Employee screening

We screen our employees by:

- Having employees self-screen according to CDPH guidelines.

- Report self-screen prior to reporting to work in an online format.

### **Correction of COVID-19 Hazards**

- Unsafe or unhealthy work conditions, practices or procedures will be reported to the Compliance & Operations, and corrected in a timely manner based on the severity of the hazards, as follows:
- The severity of the hazard will be assessed and correction time frames assigned accordingly; The individual(s) responsible for the timely correction will be identified;
- The Compliance & Operations (or COVID-19 safety designee) will follow up to ensure the corrections have been made.

### **Control of COVID-19 Hazards**

#### **Physical Distancing**

Where possible, we encourage at least six feet of physical distancing in our workplace by:

- Reducing the need for workers to be in the workplace – as many district employees as possible will conduct their work remotely, ensuring proper school coverage;
- Reducing the number of persons in an area at one time, including visitors;
- Visual cues such as signs and floor markings to indicate where employees and students should be located or their direction and path of travel;

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Six foot distancing between classes will be encouraged in the lunchroom.

#### **Testing**

All CSCE staff and students shall receive a PCR test once weekly during the academic year, and must share results with the COVID Safety Team. CSCE shall offer PCR testing on campus once per week, though individuals may opt out of CSCE testing, provided they send weekly PCR test results to: [covid@communityschoolforcreativeeducation.org](mailto:covid@communityschoolforcreativeeducation.org).

#### **Face Coverings**

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors in crowded environments, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department.

Employees may also elect to bring their own 2- or 3-ply cotton face coverings or surgical masks. In the event an employee is not wearing a mask, or not wearing the mask properly, they will be

directed to immediately don their mask appropriately unless they fall under the list of exceptions below. The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room, and reasonably expects that no other individual will enter the room;
- While eating and drinking at the workplace, provided employees are at least six feet apart or outside;
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons while indoors.

N95/KN95 masks are recommended.

Face coverings are required at all times, including outdoors.

### **Engineering controls**

We may implement the following measures for situations where we cannot maintain at least six feet between individuals:

- Plexiglass barriers (eg. between office staff and families/students);
- Face shields in addition to masks (eg. for the staff member conducting temperature screening, or a staff member conducting an assessment in situations where a 6 foot distance is not feasible)

We maximize, to the extent feasible, the quantity of outside air for our buildings with natural ventilation systems by: keep windows and doors open, and run fans to constantly draw in air from the outside

### **Cleaning and disinfecting**

We implement the cleaning and disinfection measures described in this [COVID-19 Cleaning Guidelines for Custodians](#) document for frequently touched surfaces.

Office Manager will ensure that custodians have sufficient clearing and disinfecting supplies;

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- Close off areas used by the person who is sick
- Site does not necessarily need to close operations, if they can close off affected areas.

- Open outside doors and windows to increase air circulation in the area.
- Wait 24 hours before cleaning or disinfecting. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect all areas used by the person who is sick, such as classroom, offices, bathrooms, common areas, shared equipment.

### **Shared tools, equipment and personal protective equipment (PPE)**

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible.

Where there must be sharing, the items will be disinfected between uses; every space that has shared objects (eg. a copy machine) shall have disinfectant wipes or disinfectant spray readily available, along with signage reminding employees to wipe the shared objects/surfaces.

### Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Have ensured sufficient handwashing facilities;
- Provided effective hand sanitizer in spaces (eg. classrooms and offices) that do not contain handwashing facilities as well as next to any shared equipment (eg. copiers);
- Have trained on-site employees as to when to wash their hands, to wash hands for at least 20 seconds, and to wash hands or use hand sanitizer after touching any shared equipment.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

### Investigating and Responding to COVID-19 Cases

COVID confirmed or suspected cases must be reported to the Compliance & Operations immediately.

Employees who had potential COVID-19 exposure in our workplace will be:

- Notified promptly by their supervisor,

- Sent home to quarantine, in accordance with CSCE & ACPHD quarantine instructions, depending on vaccination status and exposure;
- Offered COVID-19 testing at no cost during their working hours.

## System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to, and how. Employees are to immediately report COVID-19 symptoms to their immediate supervisor and the Director of Finance & Operations.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

## Training and Instruction

We will provide effective training and instruction that includes:

Our COVID-19 policies and procedures to protect employees from COVID-19 hazards. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.

The fact that:

- COVID-19 is an infectious disease that can be spread through the air.
- COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
- An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

### **Exclusion of COVID-19 Cases**

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 10 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.
- This will be accomplished by providing remote work assignments to the extent that this is possible.
- Providing employees at the time of exclusion with information on available benefits, if any.

Reporting, Recordkeeping, and Access It is our policy to:

Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).

Make our written COVID-19 Prevention Program available at the workplace to employees, and to representatives of Cal/OSHA immediately upon request.

### **Return-to-Work Criteria**



COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:

- At least 24 hours have passed since a fever above 99.9 has resolved without the use of fever-reducing medications.
- COVID-19 symptoms have improved.
- At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective.

Approved: August 5, 2021

Last Amended: August 1, 2022

By: Community School Board of Directors

# Coversheet

## Site Health & Safety Plan

**Section:** V. Governance  
**Item:** G. Site Health & Safety Plan  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
CSCE Comprehensive Safety Plan\_ Site Health and Safety Plan, Staff Emergency Plan  
9.12.22.pdf



**Comprehensive School Safety Plan:**

**Site Health and Safety**

**Plan &**

**Emergency Plan for Faculty and**

**Staff 2022-2023**

**For**

**Community School for Creative Education Charter School**

Community School for Creative  
Education Alameda County Office of  
Education

2111 International Boulevard  
Oakland CA 94606

510 686 4131

[info@communityschoolforcreativeeducation.org](mailto:info@communityschoolforcreativeeducation.org)

## 1.0 WHAT IS A SAFE SCHOOL?

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. They are characterized by sensitivity and respect for all individuals, an environment of non-violence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered, students' affiliation and bonding to the school, support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

### 1.1 Health and Safety Procedures.

**1.1.1 Governing Law:** The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.

*California Education Code Section 47605.6(b)(5)(G)*

**1.1.2 Procedures for Background Checks:** Employees and contractors of the School will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Director and Human Resources department shall monitor compliance with this policy. Individuals who will volunteer at the School outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering.

**1.1.3 Role of Staff as Mandated Child Abuse Reporters:** All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws and the same policies and procedures used by ACOE.

**1.1.4 TB Risk Assessment and Examination:** All School staff will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

**1.1.5 Immunizations:** All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster.

**1.1.6 Medication in School:** The School will adhere to Education Code Section 49423 regarding administration of medication in school.

**1.1.7 Vision, Hearing, Scoliosis:** Students will be screened for vision, hearing and scoliosis: The School will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

**1.1.8 Blood-borne Pathogens:** The School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The School has a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

**1.1.9 Drug-Free / Alcohol-Free / Smoke-Free Environment:** The School shall be a drug-, alcohol- and smoke-free environment.

**1.1.10 Comprehensive Anti-Discrimination and Harassment Policies and Procedures:** The School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to

employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the School's Anti-Discrimination and Anti-Harassment policy.

**1.1.11 COVID Safety:** The School is committed to engaging in safety protocols to ensure COVID safety. Practices include but are not limited to attending COVID safety trainings and webinars, handwashing, wearing masks, providing hand sanitizing stations, using disinfecting wipes, offering on-site COVID testing & mobile vaccination clinics, providing COVID safety information to the staff and community.

## **2.0 COMPREHENSIVE SCHOOL SAFETY PLAN.**

The School shall adhere to a Comprehensive School Safety Plan drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: e.g. earthquakes, floods, shootings, and electricity loss.

**2.1 Facility Safety:** The School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills at least annually.

**2.2 Emergency and Disaster Preparedness Plan:** Preventive efforts are in place to prevent problems before they occur. Education of staff and students is critical to ensure a smooth, uncomplicated action plan should a real emergency situation occur during school hours. Therefore, the following plans are in place:

**2.2.1** Emergency procedures\* are provided to all staff

**2.2.2** Evacuation maps are posted in all rooms

**2.2.3** Evacuation drills are held monthly and include faculty, staff, and students

\*Specific procedures are defined for the following emergencies: fire, explosion or threat of explosion, earthquake, fallen aircraft, bomb threat, chemical spill, severe windstorm, flood, and intrusion.

The administrator or assistant administrator coordinates disaster procedures.

The disaster plan will be reviewed and updated annually under the coordination of the administrator with input from the Fire Department and the Faculty.

**2.3 Emergency Information Staff Responsibilities:** Command Post will be located in the Main Office. If not accessible, the Command Post will be located in front of the main entrance (outside).

### **2.3.1 School Operations and Logistics Team chaired by Dean of Student Culture**

**2.3.2 1.1.1.1 Crisis Response Team:**

**2.3.3 (i) Command and Control: Head of School or designee Dean of Student Culture**

**2.3.4 (ii) Communications: Head of School or designee Dean of Student Culture**

**2.3.5 (iii) Public Information: Head of School or designee Dean of Student Culture**

**2.3.6 (iv) Search and Rescue: Lead Recess Staff**

**2.3.7 (v) Counseling: School Counselors (EBFI)**

**2.3.8 (vi) Damage Assessment: HR Specialist or Extended Day Director**

**2.3.9 (vii) Safety & Security: Office Manager**

**2.3.10 Command Post Runners:** Instructional Assistants, on site.

**2.4 First Aid/CPR:** (As needed) Class teachers

**2.5 Turn off Gas, Water and Electricity** Janitorial staff or office manager

**2.6 Locators** 2 assigned staff members (class aides, or available teachers, special ed teacher)

**2.7 Traffic Controllers:** Classroom Aides

**2.8 Student Release:** Office Manager and 2 assigned team members

**2.9 STAFF RESPONSIBILITIES DEFINED.**

*To be revised annually*

**2.10 Crisis Plan Coordinators:** Develop, implement, and continue to assess the school crisis plan.

**2.11 Crisis Response Team:** Coordinate efforts of all staff in a crisis drill or actual event.

**2.12 Command Post Runners:** Report to Command Post and be prepared to record and deliver crisis information throughout the school site.

**2.13 First Aid/CPR:** May need to administer First aid/CPR during or following an emergency.

**2.14 Turn off Gas, Water, and Electricity:** Have tools and knowledge to shut off the utilities if necessary.

**2.15 Locators:** Report to Command Post and be prepared to locate staff/students as needed.

**2.16 Traffic Controllers:** After reporting to Command Post, report to designated area to control the incoming/outgoing emergency vehicles and other vehicles.

**2.17 Student Release:** After reporting to Command Post, be prepared to follow guidelines for the safe release of students to their parent/guardian.

**2.18 Public Information:** After reporting to Command Post, supervise the room where media will be expected to stay. Report NO information to media personnel until instructed by Crisis Coordinators.

**2.19 Cellular Phones and Battery-Operated Radios:** In the event of an emergency, keep cellular phone / battery-operated radios with you until instructed otherwise by Crisis Coordinators.

### **3.0 CHEMICAL SPILL.**

Students and staff should be familiar with these procedures in the event of an actual chemical spill. Notification of an actual chemical spill would be made in person or via loudspeaker.

#### **3.1 IF INSIDE:**

**3.1.1** Stay inside the room.

**3.1.2** Shut all doors and windows.

**3.1.3** Turn off heat or air conditioning.

**3.1.4** Await further instructions.\*

#### **3.2 IF OUTSIDE:**

**3.2.1** Students should return to their class quickly and quietly.

(i) (If recess, this class should be the homeroom.)

(ii) (If classroom is across campus, go inside the nearest classroom.)

**3.2.2** Staff members go inside their classrooms & follow inside procedures.

**3.2.3** Keep phone lines free.

**3.2.4** Await further instructions. \*

*\*Further instructions would be directed by phone or loudspeaker.*

#### **4.0 INTRUSION DRILL/LOCK DOWN:**

(Intrusion bell signal is **three (3) sets of three (3) rings or a verbal all call/loudspeaker message stating 'lock-down'**)

##### **4.1 IF AN INTRUSION BELL SOUNDS AND YOU ARE INSIDE:**

**4.1.1** Teachers immediately lock their classroom doors.

**4.1.2** Close windows / blinds.

**4.1.3** Turn off any equipment and lights.

**4.1.4** To the maximum extent possible, students and teachers gather in classroom where they cannot be seen by any intruder.

**4.1.5** Everyone face away from windows.

**4.1.6** REMAIN CALM.

**4.1.7** DO NOT USE THE PHONE; OFFICE STAFF MAY BE TRYING TO REACH YOU.

**4.1.8** Hold this position until "all clear" bell rings (one long, continuous bell).

**4.1.9** Teachers bring students & emergency folders to designated location on field.

**4.1.10** Indicate status of class with red/green folder.

**4.1.11** Await further instructions (dismissal).

**4.1.12** INSTRUCT STUDENTS THAT IF THEY HEAR AN INTRUSION SIGNAL AND THEY ARE NOT IN THE CLASSROOM THEY SHOULD:

**4.1.13** Enter the nearest classroom or office.

**4.1.14** To the maximum extent possible, students and teachers gather in classroom where they cannot be seen by any intruder.

**4.1.15** Everyone face away from windows.

**4.1.16** REMAIN CALM.

**4.1.17** Remain there until school staff directs them otherwise or "all clear" bell rings.

**4.1.18** If possible, students are found and escorted to designated location near office.

#### **5.0 FIRE DRILL.**

**5.1** When a fire alarm is sounded, all students and staff safely exit the campus classrooms.

**5.2** Classroom evacuation should occur quickly and quietly.

**5.3** Teachers will take the following appropriate action to evacuate all students.

**5.4** Teachers bring student list.

**5.4.1** Announce that no student is to return to a room unless directed.

**5.4.2** Turn off all lights and close classroom door.

**5.4.3** Walk students single file, quietly to designated location on field/open space.

**5.4.4** Be prepared to encounter emergency vehicles on roadway.

**5.4.5** Make sure that all students are present.

**5.4.6** Remain in designated area until all-clear bell is sounded. If ground is dry and delay occurs, have students sit quietly until all-clear bell is sounded.

## **6.0 EXPLOSION OR THREAT OF EXPLOSION.**

### **6.1 Explosion:**

**6.1.1** 911.

**6.1.2** Give DROP AND COVER command (See below).

**6.1.3** Sound school fire alarm.

**6.1.4** Evacuate to outdoor rally point.

**6.1.5** Take roll.

**6.1.6** Secure access roads for emergency vehicles.

**6.1.7** Keep students at a safe distance from the school buildings and firefighting equipment.

**6.1.8** Director - notify District Office/County Office of Education, as needed.

**6.1.9** Director - determine if Student Release or Site Evacuation should be implemented.

**6.1.10** Fire Department will determine when the school is safe for re-entry.

### **6.2 Threat of Explosion:** (See also Bomb Threat below)

***Follow procedure above.***

## **7.0 EARTHQUAKE DRILL.**

When an earthquake occurs, the following procedure will be followed:

### **7.1 IF INSIDE:**

**7.1.1** Move away from windows, shelves, heavy objects, or furniture that may fall. Take cover under a table or desk.

**7.1.2** Assume the DROP AND COVER posture: Head low, near knees, hands covering back of head & neck.

**7.1.3** Remain in DROP AND COVER posture until shaking has ceased, then prepare to evacuate.

**7.1.4** Classroom evacuation should occur quickly, and quietly.

**7.1.5** Designated school official should turn off gas at main connection and, if water pipes are ruptured, turn off main water connection.

**7.1.6** Teachers will take the following appropriate action to evacuate all students:

- (i) Teachers bring class list.
- (ii) Announce that no student is to return to a room unless directed.
- (iii) Turn off all lights and close classroom door.



- (iv) Walk students single file, quietly to designated location on field/open space.
- (v) Be prepared to encounter emergency vehicles on roadway.
- (vi) Make sure that all students are present.
- (vii) Remain in designated area until all-clear bell is sounded. If ground is dry and delay occurs, have students sit quietly until all-clear bell is sounded.

## **7.2 IF OUTSIDE DURING AN EARTHQUAKE:**

**7.2.1** Students should move away from buildings and assume DROP AND COVER posture.

**7.2.2** Follow the directions of nearest adult.

**7.2.3** When shaking has ceased, all students report to designate area for his or her class.

## **8.0 FALLEN AIRCRAFT.**

**8.1** Administrator will determine what action should be taken.

**8.2** When necessary, teachers and staff will take immediate action for the safety of students without waiting for directions from the director.

**8.3** Activate 911 emergency services.

**8.4** Maintain a safe distance, allowing for possible explosion.

## **9.0 BOMB THREAT.**

### **9.1 Stop use of all walkie-talkies.**

**9.1.1** Telephone Operator

**9.1.2** Listen - DO NOT interrupt caller. Take notes if possible.

**9.1.3** If possible, alert supervisor by a pre-arranged signal (Turn your phone upside down) while the caller is on the line.

**9.1.4** Complete Bomb Checklist.

**9.1.5** Notify supervisor, site administrator, and/or Director immediately after completing the call.

### **9.2 Director.**

**9.2.1** Determine if school should be evacuated.

**9.2.2** Activate 911 emergency services.

**9.2.3** Notify District Office/County Office of education, as needed.

## **10.0 SEVERE WINDSTORM.**

**10.1 Prior Warning:** Administrator determines if Student Release should be implemented.

**10.2 No Warning:**

**10.2.1** Give DROP AND COVER command.

**10.2.2** Close windows and blinds.

**10.2.3** Remain near an inside wall.

**10.2.4** Avoid auditoriums, gymnasiums and other structures with large roof spans.

**10.2.5** Evacuate classrooms bearing full force of wind to safe area.

**11.0 FLOOD**

Depending on the method of warning and estimated time before flooding arrives; the Administrator may initiate any of the following procedures:

**11.1** Evacuate school buildings.

**11.2** Evacuate school site.

**11.3** Student release

## Handout 1

Dear Staff,

There will be a fire drill today at \_\_\_\_\_. Please forewarn your students that this is a drill, or practice, in order to learn the right thing to do in case of a real emergency.

The fire alarm is unmistakable and loud. The all clear will be an administrator speaking directly to each teacher. All clear means it is safe to return to your room and the drill is over.

Things to remember:

- Take a class roster with you.
- Turn off the lights.
- Close the door behind you.
- Line your students up on the blacktop in designated areas.
- Take roll to assure all students are with you.
- Indicate to administrator if all students are with you.
- Notify the administrator immediately if you have a student missing.

Please read the following to your students.

Students, we are going to have a fire drill this afternoon. The rules are: No talking, so that you can hear teacher directions. Wait for the all-clear word from the person in charge to return to class.

- If students start to talk, please remind them to be silent.
- Walk - do not run. We need to stay calm and orderly.

**APPENDIX 13****HEALTH AND SAFETY PLAN****EMERGENCY DRILL PREPARATION FOR FACULTY AND STAFF****Prepare yourself *before* the drill**

- Check that the School Emergency Evacuation Route map is posted in your room. On it are 2 possible evacuation routes marked in color. If you do not have a copy, please obtain one from the school office.
- Check that the contents of your Emergency Go-Bag is accessible and prominently located in your classroom using the Emergency Go-Bag & Notebook Checklist. The Emergency Folder contains emergency instructions, a class list with emergency contacts, a list of students on any medication, and local emergency numbers.
- Classroom teachers may consider keeping a blanket, supply of bottled water, non-perishable food or snacks and other supplies in your room in the event an emergency requires a sustained lock-down.
- Confirm whether you will have any special duties. Get to know your buddies in neighboring classes.
- Check that you know the location of your fire extinguisher and recall the acronym to remind you how to use it: P.A.S.S. Pull the pin, aim at the base of the fire, squeeze the nozzle and sweep at the base of the fire.
- It is highly recommended that you complete your own Family Disaster Plan at home and your plan with your own childcare providers.
- Plan a quiet activity that students can do in the assembly area in the event of a real emergency or a drill.
- California Government Code, Chapter 8, Section 3100 states: "... all public employees are hereby declared to be disaster service workers subject to disaster service activities as may be assigned to them by their superiors or by law." With this in mind, please prepare yourself at home and at work in the event you are required to stay longer than your scheduled day. The principal or designee will release staff members as the needs change.
- If you have very extenuating circumstances discuss these with your Principal NOW, not during an emergency.
- IF YOUR NAME DOES NOT APPEAR ON OUR EMERGENCY ORGANIZATION PLAN OR IF YOU DO NOT HAVE A CLASS, PLEASE REPORT TO THE EVACUATION AREA ON LARGE YARD. DO NOT LEAVE THE CAMPUS!

**Prepare your students**

- Encourage your students to take this drill very seriously.
- Practice a "Drop, Cover, and Hold On" drill, having students hold their position for 45 seconds. You may count together: one-one hundred, two one-hundred etc.
- Drop down to knees and make yourselves small.
- Cover your face, head and neck, closing your eyes. Keep your body under or below level of desk/table/chairs, with your back to windows.
- If outside, get clear of buildings, power lines, trees, light poles and other dangers, drop down to your knees and cover your head and neck.

# Coversheet

## Updated EPA Resolution

<b>Section:</b>	VII. Finance
<b>Item:</b>	A. Updated EPA Resolution
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	CSCE 22-23 EPA Resolution Updated.pdf

## 2022-23 Education Protection Account (EPA)

Community School for Creative Education  
 2111 International Boulevard  
 Oakland, CA 94606  
 (510) 686-4131

### RESOLUTION OF THE GOVERNING BOARD OF

Community School for Creative Education

BE IT RESOLVED that the Education Protection Account funds to be received by CSCE for FY 2022-23 in the amount of approximately \$500,730 will be used solely for instructional, non-administrative expenses.

PASSED AND ADOPTED at a meeting of the Board of Directors of Community School for Creative Education.

Dated this

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Board Chair, CSCE

Fiscal Year 2021-22

Description	Amount
<b>EXPENDITURES AND OTHER FINANCING USES</b>	
Certificated Salaries (Object 1100)	389,155
Certificated Benefits (Objects 3101-3602)	98,871
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>	<b>488,026</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>	
Revenue Limit Sources (Object 8012)	488,026
<b>TOTAL AVAILABLE</b>	<b>488,026</b>
<b>BALANCE (Total Available minus Expenditures &amp; Other Financing Uses)</b>	<b>0.00</b>

# Coversheet

## 22-23 ConApp

<b>Section:</b>	VII. Finance
<b>Item:</b>	B. 22-23 ConApp
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	22-23 Con App .pdf

**Community School for Creative Education  
BOARD OF DIRECTORS AGENDA ITEM  
Action Item**

**RECOMMENDATION:** Approve the 2022-23 Consolidated Application.

**BACKGROUND INFORMATION:**

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Part II of the application is submitted in the fall of each year and contains the school's entitlements for each funded program. Out of each state and federal program entitlement, districts can allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

**CURRENT INFORMATION:**

**Title I, Part A Basic Grant- ESSA**

Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards.

**Title II, Part A, Teacher Quality**

Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

**TITLE III, Language Instruction of English Learners**

Funds are to assist EL students to acquire English and meet grade-level achievement and graduation goals.

**Title IV. Part A, Student Support**

This program provides funding to improve students' academic achievement by increasing school district capacity to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.



# Coversheet

## Unaudited Actuals Report

<b>Section:</b>	VII. Finance
<b>Item:</b>	C. Unaudited Actuals Report
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	CSCE Unaudited Actuals 21-22.pdf

## CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Community School for Creative Education

CDS #: 01100170123968

Charter Approving Entity: Alameda County Office of Education

County: Alameda

Charter #: 1284

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

 **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797) **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	912,727.00		912,727.00
Education Protection Account State Aid - Current Year	8012	480,853.00		480,853.00
State Aid - Prior Years	8019	7,173.00		7,173.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	505,902.00		505,902.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		1,906,655.00	0.00	1,906,655.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		146,182.27	146,182.27
Special Education - Federal	8181, 8182		67,489.00	67,489.00
Child Nutrition - Federal	8220		107,370.03	107,370.03
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	391,340.83	391,340.83
Total, Federal Revenues		0.00	712,382.13	712,382.13
3. Other State Revenues				
Special Education - State	StateRevSE		117,815.00	117,815.00
All Other State Revenues	StateRevAO	145,100.53	412,273.88	557,374.41
Total, Other State Revenues		145,100.53	530,088.88	675,189.41
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	202,674.70	90,256.09	292,930.79
Total, Local Revenues		202,674.70	90,256.09	292,930.79
5. TOTAL REVENUES				
		2,254,430.23	1,332,727.10	3,587,157.33
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	486,669.97	61,804.07	548,474.04
Certificated Pupil Support Salaries	1200	2,727.16	200,158.20	202,885.36
Certificated Supervisors' and Administrators' Salaries	1300	146,534.86	13,657.80	160,192.66
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		635,931.99	275,620.07	911,552.06
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	116,227.50	285,904.18	402,131.68
Noncertificated Support Salaries	2200	0.00	1,437.00	1,437.00
Noncertificated Supervisors' and Administrators' Salaries	2300	168,650.40	169,230.63	337,881.03
Clerical, Technical and Office Salaries	2400	62,601.60	2,423.47	65,025.07
Other Noncertificated Salaries	2900	0.00	0.00	0.00
Total, Noncertificated Salaries		347,479.50	458,995.28	806,474.78

## CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Community School for Creative Education

CDS #: 01100170123968

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	189,310.85	51,051.96	240,362.81
PERS	3201-3202	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	55,799.67	35,440.36	91,240.03
Health and Welfare Benefits	3401-3402	56,885.30	57,660.04	114,545.34
Unemployment Insurance	3501-3502	2,496.20	2,619.70	5,115.90
Workers' Compensation Insurance	3601-3602	7,648.08	7,620.52	15,268.60
OPEB, Allocated	3701-3702	525.00	0.00	525.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00
Total, Employee Benefits		312,665.10	154,392.58	467,057.68
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	0.00	8,469.53	8,469.53
Books and Other Reference Materials	4200	0.00	3,514.42	3,514.42
Materials and Supplies	4300	22,385.59	39,635.76	62,021.35
Noncapitalized Equipment	4400	72,504.04	13,071.18	85,575.22
Food	4700	0.00	118,266.29	118,266.29
Total, Books and Supplies		94,889.63	182,957.18	277,846.81
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	0.00	0.00	0.00
Travel and Conferences	5200	26,828.59	55,591.88	82,420.47
Dues and Memberships	5300	13,133.52	3,000.00	16,133.52
Insurance	5400	38,359.00	0.00	38,359.00
Operations and Housekeeping Services	5500	108,627.05	65,037.00	173,664.05
Rentals, Leases, Repairs, and Noncap. Improvements	5600	121,579.98	575.00	122,154.98
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	276,172.58	513,421.59	789,594.17
Communications	5900	27,590.09	2,574.99	30,165.08
Total, Services and Other Operating Expenditures		612,290.81	640,200.46	1,252,491.27
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	47,709.72	0.00	47,709.72
Amortization Expense - Lease Assets	6910	0.00	0.00	0.00
Total, Capital Outlay		47,709.72	0.00	47,709.72
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399	(3,080.14)	3,080.14	0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		(3,080.14)	3,080.14	0.00
<b>8. TOTAL EXPENDITURES</b>		2,047,886.61	1,715,245.71	3,763,132.32

## CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Community School for Creative Education

CDS #: 01100170123968

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		206,543.62	(382,518.61)	(175,974.99)
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(382,518.61)	382,518.61	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(382,518.61)	382,518.61	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		(175,974.99)	0.00	(175,974.99)
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,979,378.25	11,071.52	1,990,449.77
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		1,979,378.25	11,071.52	1,990,449.77
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,803,403.26	11,071.52	1,814,474.78
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. <b>Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	0.00		0.00
b. Restricted Net Position	9797		11,071.52	11,071.52
c. Unrestricted Net Position	9790A	1,803,403.26	0.00	1,803,403.26

**CHARTER SCHOOL UNAUDITED ACTUALS****FINANCIAL REPORT -- ALTERNATIVE FORM****July 1, 2021 to June 30, 2022**

Charter School Name: Community School for Creative Education

CDS #: 01100170123968

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	1,422,693.44	11,071.52	1,433,764.96
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	4,440.39		4,440.39
4. Due from Grantor Governments	9290	820,583.00		820,583.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	35,706.77		35,706.77
7. Other Current Assets	9340	24,070.00		24,070.00
8. Lease Receivable	9380			0.00
9. Capital Assets (accrual basis only)	9400-9489			0.00
10. TOTAL ASSETS		2,307,493.60	11,071.52	2,318,565.12
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	183,158.34		183,158.34
2. Due to Grantor Governments	9590	89,791.00		89,791.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	231,141.00		231,141.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		504,090.34	0.00	504,090.34
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		1,803,403.26	11,071.52	1,814,474.78

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Community School for Creative Education

CDS #: 01100170123968

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. <u>None</u>	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<b>0.00</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**  
**July 1, 2021 to June 30, 2022**

**Charter School Name:** Community School for Creative Education

**CDS #:** 01100170123968

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b><u>0.00</u></b>

**4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	<u>3,763,132.32</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>712,382.13</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>3,050,750.19</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	<u>47,709.72</u>
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	<u>0.00</u>
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE</b> [c minus d minus e minus f]	<b>\$ <u>3,003,040.47</u></b>

# Coversheet

## 22-23 Salary Schedule Proposal & 22-23 Budget Update

**Section:** VII. Finance  
**Item:** D. 22-23 Salary Schedule Proposal & 22-23 Budget Update  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** OUSD 10 mo Teacher Salary Schedule 7.1.22.pdf  
OUSD ISS Salary Schedule 7.1.22.pdf  
CSCE Updated Budget 22-23.pdf





# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## SALARY SCHEDULE K-12 TEACHERS

Periods: 10 months, Days/Year: 186, Hours/Day: 6

Education	Column 1 BA Degree	Column 2 BA + 30	Column 3 BA + 45	Column 4 BA + 60	Column 5 BA + 75	Column 6 BA + 90
STEP 01 (ANNUAL)	\$52,905.14	\$53,324.97	\$53,730.80	\$54,584.46	\$56,585.64	\$62,547.24
STEP 02 (ANNUAL)	\$53,730.80	\$54,164.63	\$54,584.46	\$56,585.64	\$58,572.85	\$64,534.45
STEP 03 (ANNUAL)	\$54,584.46	\$55,592.04	\$56,585.64	\$58,572.85	\$60,560.04	\$66,507.65
STEP 04 (ANNUAL)	\$56,585.64	\$57,593.24	\$58,572.85	\$60,560.04	\$62,547.24	\$68,508.86
STEP 05 (ANNUAL)	\$58,572.85	\$59,566.45	\$60,560.04	\$62,547.24	\$64,534.45	\$70,482.06
STEP 06 (ANNUAL)	\$60,560.04	\$61,553.65	\$62,547.24	\$64,534.45	\$66,507.65	\$72,469.26
STEP 07 (ANNUAL)	\$62,547.24	\$63,540.84	\$64,534.45	\$66,507.65	\$68,508.86	\$74,442.47
STEP 08 (ANNUAL)	\$64,590.43	\$65,528.06	\$66,507.65	\$68,508.86	\$70,482.06	\$76,443.66
STEP 09 (ANNUAL)	\$66,507.65	\$67,501.26	\$68,508.86	\$70,482.06	\$72,469.26	\$78,416.87
STEP 10 (ANNUAL)	\$68,508.86	\$69,488.46	\$70,482.06	\$72,469.26	\$74,442.47	\$80,404.06
STEP 11 (ANNUAL)	\$70,482.06	\$71,475.66	\$72,469.26	\$74,442.47	\$76,443.66	\$82,405.26
STEP 12 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$76,443.66	\$78,416.87	\$84,378.47
STEP 13 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$80,404.06	\$86,365.67
STEP 14 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$88,352.87
STEP 15 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 16 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 17 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 18 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 19 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 20 (ANNUAL)	\$72,469.26	\$73,448.87	\$74,442.47	\$78,416.87	\$82,405.26	\$90,340.07
STEP 21 (ANNUAL)	\$74,442.47	\$75,450.07	\$76,443.66	\$80,404.06	\$84,378.47	\$92,313.27
STEP 22 (ANNUAL)	\$74,442.47	\$75,450.07	\$76,443.66	\$80,404.06	\$84,378.47	\$92,313.27
STEP 23 (ANNUAL)	\$74,442.47	\$75,450.07	\$76,443.66	\$80,404.06	\$84,378.47	\$92,313.27
STEP 24 (ANNUAL)	\$74,442.47	\$75,450.07	\$76,443.66	\$80,404.06	\$84,378.47	\$92,313.27
STEP 25 (ANNUAL)	\$74,442.47	\$75,450.07	\$76,443.66	\$80,404.06	\$84,378.47	\$92,313.27
STEP 26 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 27 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 28 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 29 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 30 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 31 (ANNUAL)	\$76,443.66	\$77,423.27	\$78,416.87	\$82,405.26	\$86,365.67	\$94,314.47
STEP 32 (ANNUAL)	\$80,215.84	\$81,244.43	\$82,287.71	\$86,475.53	\$90,633.95	\$98,980.20

Step = Year

Step placement is based on years of service as a full-time certificated teacher. Up to 12 years credit given.

Maximum Entry Level = Step 13

Salary column placement is based on upper division and graduate units taken after a bachelor's degree.

Substitutes rates: Daily \$284.44.

Effective 7.1.2022

**INSTRUCTIONAL SUPPORT SPECIALIST**



**SALARY SCHEDULE: INSTRUCTIONAL SUPPORT SPECIALIST**  
 Periods: 10 (months), Days/Year: 205, Hours/Day: 6

RANGE 32		
STEP 01 (ANNUAL)	\$26,715.60	(\$21.72/hr)
STEP 02 (ANNUAL)	\$28,056.30	(\$22.81/hr)
STEP 03 (ANNUAL)	\$29,470.80	(\$23.96/hr)
STEP 04 (ANNUAL)	\$30,922.20	(\$25.14/hr)
STEP 05 (ANNUAL)	\$32,472.00	(\$26.40/hr)
STEP 06 (ANNUAL)	\$34,107.90	(\$27.73/hr)
STEP 07 (ANNUAL)	\$34,107.90	(\$27.73/hr)
STEP 08 (ANNUAL)	\$35,805.30	(\$29.11/hr)

**STEP PLACEMENT:** Step = Year | Placement is based on years of service as a full-time related experience.

**\*\* Annual rate reflects full time employment**

**Effective July 1, 2022**

**CSCE**  
**Budget Summary**  
**Four Year Budget, FY2223 through FY2526**



SACS (Code Description)		July 1st Budget 2022-23	200 2022-23	240 2023-24	280 2024-25	280 2025-26				
<b>Revenue</b>										
	State LCFF Revenue	2,236,043	2,407,124	3,068,351	3,721,027	3,856,900				
	Federal Revenue	822,927	695,577	502,029	299,006	303,613				
	Other State Revenue	941,005	1,443,928	867,392	907,519	907,683				
	Local Revenue	159,654	179,921	159,654	159,654	159,654				
	<b>Total Revenue</b>	<b>4,159,629</b>	<b>\$ 4,726,550</b>	<b>\$ 4,597,426</b>	<b>\$ 5,087,206</b>	<b>\$ 5,227,850</b>				
<b>Expenses</b>										
1000	Certificated Salaries	1,207,428	1,291,598	28.2%	1,377,879	31.5%	1,419,216	32.0%	1,461,792	32.0%
2000	Classified Salaries	697,854	762,968	16.6%	787,469	18.0%	808,511	18.2%	835,498	18.3%
3000	Benefits	474,085	547,596	11.9%	579,667	13.3%	596,496	13.5%	623,957	13.7%
	<b>Total Personnel Expense</b>	<b>2,379,367</b>	<b>2,602,162</b>	<b>56.8%</b>	<b>2,745,016</b>	<b>62.8%</b>	<b>2,824,224</b>	<b>63.7%</b>	<b>2,921,247</b>	<b>64.0%</b>
4000	Books and Supplies	210,587	325,587	7.1%	219,878	5.0%	224,276	5.1%	228,761	5.0%
5000	Services and Other Operating Expenses	1,321,376	1,598,372	34.9%	1,346,675	30.8%	1,384,160	31.2%	1,417,288	31.0%
6000	Capital Outlay	58,643	58,643		58,643					
7000	Other Outgoing									
	<b>Total Expenses</b>	<b>\$ 3,969,973</b>	<b>\$ 4,584,764</b>		<b>\$ 4,370,212</b>		<b>\$ 4,432,659</b>		<b>\$ 4,567,296</b>	
	<b>Surplus / (Deficit)</b>	<b>\$ 189,656</b>	<b>\$ 141,786</b>		<b>\$ 227,213</b>		<b>\$ 654,548</b>		<b>\$ 660,553</b>	
	As a % of LCFF Revenue		6%		7%		18%		17%	
	<b>Estimated Beginning Fund Balance (Net Assets)</b>		<b>1,797,977</b>		<b>1,939,763</b>		<b>2,166,976</b>		<b>2,821,524</b>	
	Less Camp Fire Re-build Disbursements									
	<b>Ending Balance</b>		<b>\$ 1,939,763</b>		<b>\$ 2,166,976</b>		<b>\$ 2,821,524</b>		<b>\$ 3,482,077</b>	
	As a % of LCFF Revenue		81%		71%		76%		90%	

# Coversheet

## Financial Policies & Procedures Manual Update

**Section:** VII. Finance  
**Item:** E. Financial Policies & Procedures Manual Update  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE Financial Policies and Procedures\_ 9.12.2022.pdf

Board Policy #3100

## Financial Policies and Procedures

It is the intent of these Financial Policies and Procedures to implement both the letter and spirit of all applicable State and Federal regulations regarding the expenditure of and accounting for public funds. These Policies and Procedures may need to be modified as the School develops and regulations change. The Board of Executive Directors ("Board") should approve these financial policies, and revisit them periodically.

### **PURCHASES**

#### *Authorization of Expenditures*

All purchases of goods and services shall be consistent with the Board-approved budget. These purchases shall not require Board-approved/executed contracts, with the exception of expenditures in total fiscal year annual amounts greater than \$15,000. All other proposed expenditures must be approved by the Head of School, Director of Finance and Operations, or Operations and Compliance Manager who will review the proposed expenditure to determine whether it is consistent with the Board adopted budget and sign the check request and purchase order forms (if applicable).

#### *Execution of Expenditures*

Employees authorized to obtain invoices and/or make purchases on behalf of the school are: Office Manager, Operations and Compliance Manager, Director of Finance and Operations, Assistant Head of School, and Head of School. These employees may do so according to the Board-approved budget and within the authorization limits as set forth below under Commitments, Invoices and Purchase Orders.

#### *Contracts*

All professional consulting services over \$1,500.00 shall be provided for under a contract. Contracts for other goods and services exceeding \$15,000.00 on an annual basis shall be presented to the Board for approval prior to commitment and/or signing. Length of contracts shall be at the discretion of the Board. In general, contracts exceeding \$15,000.00 shall be let after a bidding process of sufficient duration to ensure competition

#### *Commitments, Invoices and Purchase Orders*

Commitments, invoices, and/or purchase orders up to and including \$1,000.00 must be approved by one of the following authorized positions: Head of School, Assistant Head of School, Director of Finance and Operations, Operations and Compliance Manager, or Office Manager, and must be in line with the board-approved budget.

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Commitments, Invoices, and/or purchase orders of \$1,000.01 to \$5,000.00 must be approved by one of the following authorized positions: Head of School, Assistant Head of School, 1.

Director of Finance and Operations, or the Operations and Compliance Manger and must be in line with the board-approved budget.

Commitments, invoices, and/or purchase orders of \$5,000.01 to \$15,000.00 must be approved by the Head of School and the Director of Finance and Operations and must be in line with the board-approved budget.

Commitments, invoices, and/or purchase orders of \$15,000.01 or more must be approved by the Board. All commitments, invoices and/or purchase orders will be reviewed by the Director of Finance and Operations or Operations and Compliance Manager for initial budget compliance.

*Accounts Payable*

The school shall abide by CSCE's back-office provider's accounts payable policies and procedures set forth separately.

*Credit and Debit Card Usage*

The School shall have only one credit card account with a limit up to \$10,000.00. The authorized users of the credit card shall be the Head of School, Assistant Head of School, Director of Finance and Operations, and the Office Manager. The Director of Finance and Operations may delegate specific usage of credit card funds as deemed fit to additional users on an emergency, as needed basis. The use of the Credit Card shall be consistent with the board-approved budget. It should be used for emergency purposes only. CSCE's preferred method of vendor payment is via check through its back-office provider. CSCE shall not obtain or use a debit card.

*Other Electronic Payments*

Other electronic methods (wire, ACH, transfer between bank accounts, etc.) shall not be permitted for payment of any expenses or reimbursements except for Kaiser, CoPower, Vision Service Plan (VSP), East Bay Municipal Utility District (EBMUD), Pacific Gas & Electric (PG&E), Waste Management, and Divvy.

*Employee Reimbursements*

Business use of telephones or cell phones shall be reimbursed. Business use of personal telephones for reimbursement must be approved in advance. Business meals shall be reimbursed using standard applicable IRS guidelines. Under no circumstances shall alcohol be reimbursed. In the rare occasion that an employee needs to purchase supplies on behalf of

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CSCE, the employee must have written approval from the Director of Finance and Operations or Head of School prior to making the applicable purchase. The employee must then submit an original receipt along with a fully executed reimbursement request with appropriate approval(s).

The Head of School and Director of Finance and Operations must obtain a Board member's authorization on reimbursement requests payable to the Head of School's or Director of Finance and Operation's name.

*Petty Cash – Purpose and Usage*

The School does not have a Petty Cash Account.

*Personal Use of School Funds*

Use of School funds for personal use is prohibited. Violation of this policy shall result in discipline up to and including dismissal or removal, including from the Board.

**BANKING**

*General Checking Account*

The Board shall authorize the establishment of commercial bank accounts for the purposes of School operations. Funds will be deposited in non-speculative accounts including federally-insured savings and/or checking accounts and/or invested in non-speculative federally-backed instruments and/or standard money market accounts.

The General Checking Account, or "Operating Account," shall be the primary account for School needs. Authorized signatories to this account shall be the Head of School, the Director of Finance and Operations, and the chair of the Board of Directors. Checks above \$25,000.00, and checks payable to an authorized signer, must be signed by two authorized people. Authorized signers for checks above \$25,000.00 from this account shall be the chair of the Board of Directors, Head of School, and Director of Finance and Operations.

The General Checking Account shall be reconciled monthly by an outsourced accountant, employed by CSCE's back-office provider. The outsourced accountant, shall cut and send checks but is not the signor. The back-office provider does not have the ability to approve expenses nor to manage funds in any CSCE account. The monthly Bank Reconciliations shall be reviewed and approved by the Finance Committee or a representative of the Board that does not have access to the account.

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*Deposits of Receipts*

The School will deposit all funds received as soon as practical upon receipt. The Office Manager will receive, open, date stamp, and distribute all incoming mail on a daily basis. As funds are received, such as checks, money orders, or cashier's checks, they should be forwarded to the Operations and Compliance Manager or Director of Finance and Operations. The Operations and Compliance Manager or Director of Finance and Operations should stamp all checks with restrictive endorsement and make two copies of each check.

Anyone who wishes to pay the School in cash for any service, fundraiser donation, or other reason should be directed to the Office Manager, Operations and Compliance Manager or Director of Finance and Operations, who should issue a receipt and record the received amount in a cash receipts log when received. At the end of each day, the cash receipts log amounts should be matched to the individual receipts accompanying the cash, and to the cash count. The count should be performed and confirmed by two people (also known as witnesses), one of whom may be the individual who collected the cash.

Bank deposits should be made on a regular weekly basis by the Operations and Compliance Manager and/or the Director of Finance and Operations, as applicable. At the time of deposit, all cash and checks should be collected and a bank deposit slip prepared. A copy of the deposit slip should be attached to the deposit, and all backup should be attached to and filed with the monthly bank statement.

If any funds are remitted to anyone other than the Office Manager, Operations and Compliance Manager or Director of Finance and Operations, the handler should follow the receipting and handling procedures described above, including keeping the funds in a locked, fireproof safe in a secure location until the funds can be delivered to the Office Manager, Operations and Compliance Manager or Director of Finance and Operations. At that time, funds should be counted, confirmed, and receipted by the person with the funds and the business office person.

**TRAVEL POLICIES**

*Employee Mileage Reimbursement*

All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel pre-approved by their supervisor. In addition, parking fees and tolls paid are reimbursable if supported by receipts.

All employees requesting such mileage reimbursement are required to furnish an Expense Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, and supported by receipts or statements, as applicable.



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**OTHER PRACTICES**

*Budget Adoption*

A budget shall be adopted by the Board no later than June 30 prior to the start of each new fiscal year, or earlier if required by the authorizing entity. During the course of the year, the Board may adopt an amended budget as expenses and revenue projections change.

*Audit*

An annual audit by an outside firm shall be performed each year on the close of the prior year's books. The audit shall be performed in advance of the December 15 statutory audit deadline. The audit shall include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims practices, and (3) an audit of the School's internal controls practices.

If the School receives over \$750,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

The audit firm shall be on the State approved list of School auditors.

At the conclusion of the audit, the Director of Finance and Operations will review the audit with the Finance Committee and propose any changes necessary in operating procedures to comply with audit findings. The audit shall be reviewed by the Board and approved for submission to CSCE's authorizer.

Form 990 Federal Tax Return: The selected audit firm will prepare the Form 990 tax return and send a copy to the school staff responsible for the audit. The school staff will review and send a copy to the Board of Head of Schools for its review and approval before filing. Once approved by the Board, the school will notify the audit firm who will then prepare the final return for filing.

*Board Meetings*

The Board shall review financial statements at periodic Board meetings. The Board shall also review and approve the First Interim, Second Interim, and Unaudited Actuals reports on an annual basis.

*Conflict of Interest*

Any Board member with a financial interest in a matter presented to the Board shall fully disclose such interest prior to Board discussion on the issue and shall recuse themselves from the discussion and voting on the matter. The Board shall develop a separate more comprehensive policy on conflict of interest, hiring of relatives, and compliance with Government Code 1090 and the Fair Political Practices Act.

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*Payroll*

New Employees: Requests for new employees shall be initiated by the Head of School and the Director of Finance and Operations and be consistent with the approved annual personnel budget. The Director of Finance and Operations and Operations and Compliance Manager shall handle the new hire and onboarding process, ensuring that personnel files are complete and forwarded to CSCE's back-office provider as appropriate. New employees shall complete an Application for Employment and all necessary paperwork for payroll. New employees shall be fingerprinted and TB tested consistent with State law. Fingerprint and TB clearance must be received by the School before any employee may start work.

Employees shall accrue vacation and sick leave time based on the policy as outlined in the current Employee Handbook of the School. The Handbook shall be amended from time to time by the Board.

The Director of Finance and Operations shall develop procedures to ensure accurate and timely preparation of timesheets for hourly employees.

Authorized timesheets shall be forwarded to CSCE's back-office provider according to the back-office provider's policies and procedures set forth separately. Payroll processing and payment shall take place according to the back-office provider's policies and procedures set forth separately.

Payroll registers shall be approved by the Director of Finance and Operations, as long as payments are consistent with approved At Will Agreements and the approved annual personnel budget.

*Independent Contractors*

The School shall only engage independent contractors if all of the following practices are followed:

- I. The expense is within the approved budget or separately approved by the Board;
- II. The contractor provides proof of adequate insurance and IRS form W-9;
- III. IRS rules are followed regarding classification of staff as contractors versus employees; and
- IV. The work is done under contract.

*Capitalization and Depreciation*

The School will capitalize and depreciate all assets costing \$5,000.00 or more. All other assets are charged to expense in the year incurred.

Capitalized assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives which can range from:

- Leasehold Improvement – Lease term or 5 years, whichever is shorter
- Equipment – 3 years
- Furniture – 5 years

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Repair and maintenance costs, which do not extend the useful lives of the assets, are charged to expense. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the asset accounts, and any resulting gain or loss is included in the earnings in the year.

*Disposal of Surplus Property and Donations*

Surplus property shall mean property that is no longer in use, is damaged beyond repair, or that the School feels will have no future value to the School's program, and that is declared to be surplus property by the Board. If the School wishes to dispose of equipment or other surplus property, the Board shall declare the property surplus and shall direct the staff on the actual means of disposal of the property, such as sale, donation, or destruction and disposal.

If the School wishes to sell equipment or other surplus property, the Board shall direct the staff by giving specific guidance regarding the manner in which such property is to be sold.

If the School wishes to donate equipment or other surplus property, the Board shall declare the property surplus and authorize the donation. Requirements for potential donee organizations shall include: (1) the donee organization is fully independent of the School, with none of the School's Board members or key personnel involved in the donee organization; and (2) the donee organization shall be a non-profit or governmental entity related to education. In addition, the School shall secure a receipt from the donee organization for the donated property, and shall remove the asset from the School's books and record the donation as required by state and federal audit guidelines.

*Property Acquired with Federal Grant Funds*

If the property in question cost \$5,000 or more at the time of acquisition and was acquired with federal grant funds, the School shall notify the federal contract administrator prior to donating or disposing of such property as provided above.

*Board Member Expense Reimbursement*

Board members may be reimbursed for expenses incurred in the course of their corporate duties, including but not limited to local mileage and tolls at the IRS rate for participation in Board meetings, other meetings and visits to the school on official business, and attendance at conferences authorized by the Board. Board members shall submit itemized expense reports with the stated corporate purpose of each expense and receipts or statements, as available, to the school administration for approval not more frequently than monthly or less than quarterly.