



## Community School for Creative Education

### CSCE Special Board Meeting

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#### Date and Time

Wednesday August 2, 2023 at 6:00 PM PDT

#### Location

Community School for Creative Education  
2111 International Blvd.  
Oakland, CA 94606

#### Join Zoom Meeting

<https://us06web.zoom.us/j/87573362614?pwd=djV3UnJMVET3bDV6MkhvNytqUU5ndz09>

Meeting ID: 875 7336 2614

Passcode: CSCE2111

#### Martha Candido

22241 S Garden Ave Apt. 4, Hayward CA 94541

#### Dr. Allegra Alessandri Pfeifer

1430 N St., Sacramento CA 95814

#### William Kappenhagen

952 Sutter Street, SF, CA 94109

#### Dr. Anastasia Prentiss

3153 61st Ave., Oakland, CA 94605

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

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

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

尋找到健康之社交生活, 就是當每個人對著鏡子 能從整個社區的影像中找到自己的反映, 這樣在社區內每人都能活出精彩。

Heilsam ist nur, wenn Im Spiegel der Menschenseele sich bildet die ganze Gemeinschaft Und in der Gemeinschaft Lebet der Einzel Seele Kraft

### 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

### Agenda

|                                     | Purpose | Presenter          | Time           |
|-------------------------------------|---------|--------------------|----------------|
| <b>I. Opening Items</b>             |         |                    | <b>6:00 PM</b> |
| <b>A.</b> Record Attendance         |         |                    | 1 m            |
| <b>B.</b> Call the Meeting to Order |         | Anastasia Prentiss | 1 m            |
| <b>II. Consent Agenda</b>           |         |                    | <b>6:02 PM</b> |

|   | Purpose | Presenter          | Time           |
|---|---------|--------------------|----------------|
| <b>A.</b> Approve July 12th Special Board Meeting Minutes | Vote    | Anastasia Prentiss | 1 m            |
| <b>III. Academic Excellence</b>                           |         |                    | <b>6:03 PM</b> |
| <b>A.</b> Enrollment Update                               | FYI     | Phillip Gedeon     | 30 m           |
| <b>IV. Finance</b>  |         |                    | <b>6:33 PM</b> |
| <b>A.</b> Budget Review                                   | FYI     | Kimberly Palmore   | 60 m           |
| <b>V. Governance</b>                                      |         |                    | <b>7:33 PM</b> |
| <b>A.</b> Attitudinal Healing Connection Contract 23-24   | Vote    | Kimberly Palmore   | 5 m            |
| <b>B.</b> Seneca Agreement 23-24                          | Vote    | Phillip Gedeon     |                |
| <b>VI. Closing Items</b>                                  |         |                    | <b>7:38 PM</b> |
| <b>A.</b> Adjourn Meeting                                 | Vote    | Anastasia Prentiss |                |

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# Coversheet

## Approve July 12th Special Board Meeting Minutes

**Section:** II. Consent Agenda  
**Item:** A. Approve July 12th Special Board Meeting Minutes  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2023\_07\_12\_board\_meeting\_minutes.pdf

DRAFT



## Community School for Creative Education

### Minutes

#### CSCE Special Board Meeting

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#### Date and Time

Wednesday July 12, 2023 at 6:00 PM

#### Location

Join Zoom Meeting

<https://us06web.zoom.us/j/81090144022?pwd=Y2tTUIJkQVJrOE1odXJwemJUOXI5QT09>

Meeting ID: 810 9014 4022

Passcode: CSCE2111

Martha Candido

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### **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.*

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the CSCE has FIVE BIG GOALS*

- Goal #1:** Develop Waldorf-inspired, Common Core-aligned and equity-focused curriculum;
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- 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. Prentiss (remote), B. Kappenhagen (remote), M. Candido (remote)

#### **Directors Absent**

A. Barnes, J. Pellegrine

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### **I. Opening Items**

#### **A. Record Attendance**

#### **B. Call the Meeting to Order**

A. Prentiss called a meeting of the board of directors of Community School for Creative Education to order on Wednesday Jul 12, 2023 at 6:19 PM.

## II. Closed Session Item

### A. "Public Employment (§ 54957) Title: Head of School & Director of Finance & Operations"

Closed discussion

## III. Open Session Report Out Item

### A. Head of School & Director of Finance & Operations Contract for 2022 - 2023

Move forward with the director of Finance and Operation moving forward - Salary 6% increase and bonus structure with caveats.

Head of School Still in discussion - no vote

Dr. Alessandri: Thank you to Bill Martha and Allegra for all the work research and thoughtful engagement

B. Kopenhagen made a motion to Th Approve Empolyment Contrancr.

M. Candido seconded the motion.

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

#### Roll Call

|               |         |
|---------------|---------|
| M. Candido    | Aye     |
| A. Alessandri | Aye     |
| A. Barnes     | Absent  |
| B. Kopenhagen | Aye     |
| J. Pellegrine | Absent  |
| A. Prentiss   | Abstain |

## IV. Consent Agenda

### A. June 21st Board Meeting Minutes

A. Alessandri made a motion to Approve.

B. Kopenhagen seconded the motion.

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

#### Roll Call

|               |        |
|---------------|--------|
| A. Prentiss   | Aye    |
| A. Alessandri | Aye    |
| B. Kopenhagen | Aye    |
| A. Barnes     | Absent |
| J. Pellegrine | Absent |

**Roll Call**

M. Candido      Aye

A. Alessandri made a motion to approve the minutes from CSCE Special Board Meeting on 06-21-23.

B. Kopenhagen seconded the motion.

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

**B. Check Register June 2023**

**V. Governance**

**A. Leadership Compensation Committee Report**

Framing for Head of School:

Position is filled by Mr. Gedeon

Belief of ED

Outward facing vs inward facing - challenges and relationship building

6 metrics:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Multi- year contract

Metrics will be worked into the Evaluation.

Committee Believe/ Is committed to working with Our Leaders and it **MUST** be tied to school growth.

**B. CSCE Head of School Succession Plan Policy**

A. Alessandri made a motion to Approve.

B. Kopenhagen seconded the motion.

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

**Roll Call**

A. Barnes      Absent

A. Prentiss      Aye

M. Candido      Aye

A. Alessandri      Aye

J. Pellegrine      Absent



**Roll Call**

B. Kopenhagen Aye

**C. Officers and Election Process**

In Progress

**D. Board Member Job Description Finalization for 2023-2024**

Tabled until the next meeting.

**E. Board Meeting Dates for Summer & 2023-2024**

A. Alessandri made a motion to Approve meeting for the second Wed each month.

B. Kopenhagen seconded the motion.

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

**Roll Call**

A. Barnes Absent

A. Prentiss Aye

J. Pellegrine Absent

A. Alessandri Aye

M. Candido Aye

B. Kopenhagen Aye

**VI. Closing Items**

**A. Adjourn Meeting**

A. Alessandri made a motion to Adjourn.

B. Kopenhagen seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:01 PM.

Respectfully Submitted,

A. Prentiss

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**Documents used during the meeting**

- 2023\_06\_21\_board\_meeting\_minutes.pdf
  - CSCE Check Register June 2023.pdf
  - CSCE Community Fellowship Event July 30th.pdf
-

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# Coversheet

## Budget Review

**Section:** IV. Finance  
**Item:** A. Budget Review  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** CSCE FY2324 Budget 185.pdf  
CSCE FY2324 Budget 200.pdf

## Budget Summary

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



| SACS (Code Description)    |                                       | 185<br>2023-24      |              | 200<br>2024-25      |              | 215<br>2025-26      |              |
|----------------------------|---------------------------------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|
| <b>Revenue</b>             |                                       |                     |              |                     |              |                     |              |
|                            | State LCFF Revenue                    | 2,390,481           |              | 2,689,403           |              | 2,983,818           |              |
|                            | Federal Revenue                       | 557,763             |              | 231,260             |              | 242,636             |              |
|                            | Other State Revenue                   | 1,293,001           |              | 1,253,252           |              | 1,095,002           |              |
|                            | Local Revenue                         | 217,655             |              | 217,655             |              | 217,655             |              |
| <b>Total Revenue</b>       |                                       | <b>\$ 4,458,900</b> |              | <b>\$ 4,391,570</b> |              | <b>\$ 4,539,111</b> |              |
| <b>Expenses</b>            |                                       |                     |              |                     |              |                     |              |
| 1000                       | Certificated Salaries                 | 1,705,667           | 33.6%        | 1,712,067           | 34.3%        | 1,712,067           | 34.1%        |
| 2000                       | Classified Salaries                   | 803,781             | 15.8%        | 811,488             | 16.2%        | 813,914             | 16.2%        |
| 3000                       | Benefits                              | 661,304             | 13.0%        | 669,767             | 13.4%        | 676,815             | 13.5%        |
|                            | <b>Total Personnel Expense</b>        | <b>3,170,752</b>    | <b>62.4%</b> | <b>3,193,322</b>    | <b>63.9%</b> | <b>3,202,796</b>    | <b>63.8%</b> |
| 4000                       | Books and Supplies                    | 374,336             | 7.4%         | 318,312             | 6.4%         | 305,942             | 6.1%         |
| 5000                       | Services and Other Operating Expenses | 1,537,115           | 30.2%        | 1,483,702           | 29.7%        | 1,508,389           | 30.1%        |
| 6000                       | Capital Outlay                        |                     |              |                     |              |                     |              |
| 7000                       | Other Outgoing                        |                     |              |                     |              |                     |              |
| <b>Total Expenses</b>      |                                       | <b>\$ 5,082,203</b> |              | <b>\$ 4,995,336</b> |              | <b>\$ 5,017,128</b> |              |
| <b>Surplus / (Deficit)</b> |                                       | <b>\$ (623,303)</b> |              | <b>\$ (603,766)</b> |              | <b>\$ (478,017)</b> |              |

## Budget Summary

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



| SACS (Code Description)    |                                       | 200<br>2023-24          | 215<br>2024-25      | 230<br>2025-26          |                     |                         |                     |
|----------------------------|---------------------------------------|-------------------------|---------------------|-------------------------|---------------------|-------------------------|---------------------|
| <b>Revenue</b>             |                                       |                         |                     |                         |                     |                         |                     |
|                            | State LCFF Revenue                    | 2,592,120               | 2,906,548           | 3,211,045               |                     |                         |                     |
|                            | Federal Revenue                       | 568,180                 | 238,266             | 248,428                 |                     |                         |                     |
|                            | Other State Revenue                   | 1,309,585               | 1,269,845           | 1,058,714               |                     |                         |                     |
|                            | Local Revenue                         | 217,655                 | 217,655             | 217,655                 |                     |                         |                     |
| <b>Total Revenue</b>       |                                       | <b>\$ 4,687,540</b>     | <b>\$ 4,632,314</b> | <b>\$ 4,735,842</b>     |                     |                         |                     |
| <b>Expenses</b>            |                                       |                         |                     |                         |                     |                         |                     |
| 1000                       | Certificated Salaries                 | 1,705,667               | 33.2%               | 1,761,611               | 34.7%               | 1,812,641               | 34.9%               |
| 2000                       | Classified Salaries                   | 803,781                 | 15.6%               | 833,731                 | 16.4%               | 860,258                 | 16.6%               |
| 3000                       | Benefits                              | 661,304                 | 12.9%               | 682,699                 | 13.4%               | 703,172                 | 13.5%               |
|                            | <i><b>Total Personnel Expense</b></i> | <i><b>3,170,752</b></i> | <i><b>61.7%</b></i> | <i><b>3,278,041</b></i> | <i><b>64.5%</b></i> | <i><b>3,376,072</b></i> | <i><b>65.0%</b></i> |
| 4000                       | Books and Supplies                    | 374,336                 | 7.3%                | 318,312                 | 6.3%                | 305,942                 | 5.9%                |
| 5000                       | Services and Other Operating Expenses | 1,539,132               | 29.9%               | 1,485,875               | 29.2%               | 1,510,662               | 29.1%               |
| 6000                       | Capital Outlay                        | 58,643                  |                     |                         |                     |                         |                     |
| 7000                       | Other Outgoing                        |                         |                     |                         |                     |                         |                     |
| <b>Total Expenses</b>      |                                       | <b>\$ 5,142,863</b>     |                     | <b>\$ 5,082,228</b>     |                     | <b>\$ 5,192,676</b>     |                     |
| <b>Surplus / (Deficit)</b> |                                       | <b>\$ (455,323)</b>     |                     | <b>\$ (449,914)</b>     |                     | <b>\$ (456,834)</b>     |                     |

# Coversheet

## Attitudinal Healing Connection Contract 23-24

**Section:** V. Governance  
**Item:** A. Attitudinal Healing Connection Contract 23-24  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** AHC\_CSCE MOU 2023-2024.pdf



**Memorandum of Understanding**  
**Between**  
**Community School for Creative Education and Attitudinal Healing Connection**  
**2023-2024**

This Memorandum of Understanding ("MOU") establishes the Community School for Creative Education ("CSCE") contract with Attitudinal Healing Connection Inc. ("AHC") to serve as the lead agency. AHC will provide extended day programs, serve 90-110 students and run services for days in alignment with the CSCE school calendar in agreement with the following grants: California Department of Education ("ASES") and COVID-19 regulations.

**1. Term of MOU.** The term of this MOU shall be August 1, 2023 through July 30, 2024. The term may be extended by written agreement of both parties.

**2. Termination by CSCE.** CSCE may at any time terminate this MOU for cause should AHC fail to perform any part of this MOU, not less than thirty (30) days written notice to AHC. CSCE shall compensate AHC for services satisfactorily provided through the date of termination. In the event of termination for cause, CSCE may secure the required services from another contractor.

**3. Termination by AHC.** AHC may at any time terminate this MOU for cause should CSCE fail to pay the fiscal agreement in this MOU, not less than fifteen (15) days written notice to CSCE.

**a. Advance Notice by AHC for Coming School Year.** AHC must provide advance notice to the Deputy Director by the end of the second semester if AHC cannot continue providing extended day lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables CSCE to work to preserve after school grant funding for the school.

**4. Compensation.** The ASES grant award amount for CSCE is \$203,482.84. AHC shall be

compensated \$191,976.18, of these funds in accordance with the following terms and conditions:

- a. **CSCE** will pay a downpayment deposit of \$57,592.85 (30% of the total budget of \$191,976.18) by September 8, 2023.
- b. **CSCE** will pay a monthly automatic installment to AHC in the amount of \$14,931.48 for nine consecutive months (October 2023 through June 2024).
- c. **The first payment** of \$14,931.48 (after the initial 30% deposit) will be issued no later than October 15, 2023, and continue on a monthly basis for nine months, with the final payment issued no later than June 15, 2024.
- d. **AHC** shall provide CSCE with invoices for all installments.

**5. Scope of Work.** AHC will serve as lead agency at CSCE, and will be responsible for operations and management and program reporting of the Extended Day Programs for fiscal year 2023-2024. This shall include the following required activities:

- a. **Student Outcomes.** AHC shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AHC agrees to develop school specific outcomes, as defined in partnership with the Deputy Director. AHC recognizes that the Deputy Director is the chief decision maker for Extended Day Programs, and ensures that school site objectives are met.
- b. **Oversight.** AHC will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Enrollment. AHC will work in partnership with CSCE to enroll TK through 8th grade students at CSCE, to serve 90-110 students and run services for days in alignment with the CSCE school calendar to earn the full core grant allocation of funding.
- c. **Enrollment.** Enrollment will fluctuate from day to day, as does the enrollment of the school, as well as limitations due to COVID-19, but the year end attendance requirements set by ASES compliance will be achieved.
- d. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, with the agreed upon hours and schedule set by AHC and CSCE, aligning with ASES requirements and respecting COVID-19 limitations. Instructional activities must include a balance of both academic and enrichment/recreation components.
- e. **Program Days.** The program goals are to offer a minimum of 178 days during the 2023-2024 school year. ASES understands that due to issues concerning COVID-19 there will be fluctuations in the general attendance and thus extends leniency in the area of attendance requirements. AHC will make every effort to honor the original policy set by ASES which states that we will close the ASES program no more than a maximum of 3 days in the 2023-2024 school year for staff professional development, as permitted by Education Code. A minimum of 2 of the 3 professional development days must align with CSCE professional development/in service days. Not more than 1 of the AHC professional development days shall be outside of CSCE professional development days. Should AHC have a professional development day on a day that students are in



session, the AHC staff shall provide a substitute team to conduct the extended day program. The AHC staff shall introduce the substitute team to CSCE by email or in person prior to the day of the AHC team's absence to ensure no interruption of quality service to the students.

**6. Program Components.** AHC agrees to provide programming that supports the guidelines as outlined in the ASES grant for students at CSCE. AHC acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

**a. Educational and Literacy.** An educational and literary element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

**b. Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, environmental awareness, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

**c. Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor. AHC will provide one Lead Coordinator or Admin Lead for overall management in addition to four AHC staff members to provide enrichment/academic services.

**d. Staff Qualifications.** AHC will collect and maintain evidence of the following staff qualifications for each AHC employee, including employees of subcontracting agencies and volunteers: TB Clearance, current negative COVID test results in line with CDC and Alameda County requirements, current CA Department of Justice and FBI fingerprint clearance, staff educational/ degree qualifications.

**e. Data Collection.** AHC will work with CSCE to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to: *Accountability Reports*. AHC will provide CSCE with the following set of program accountability reports: Financial reports, Activity reports. *Outcomes reports*: behavioral and academic. *Attendance Reports*. AHC will work with CSCE to track and create attendance reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AHC and provided to CSCE to keep on site for 5 years for auditing purposes.

**f. Use of Enrollment Packet.** AHC will extend a CSCE/ArtEsteem Extended Day Program Parent Permission and Student Information enrollment packet, including early

release waiver, to all students attending CSCE.

**g. Maintain a Clean, Safe and Secure Environment.** AHC shall maintain a clean, safe, and secure program environment for staff and students in conjunction with CSCE and COVID-19 guidelines. AHC, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.

**h. Alignment of Extended Day Safety Plan with School Site Comprehensive Safety Plan.** AHC will use the CSCE Extended Day Program Emergency Plan template and work collaboratively with school site administrators to align with and is part of the school site's comprehensive safety plan.

**i. Incident and Injury Reporting, Crisis Response and Training.** AHC will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to Extended Day Program participants, visitors or staff must be reported via email to CSCE by AHC staff within one business day of occurrence.

**J. Accident Insurance.** CSCE will secure at its own expense limited to accident insurance coverage to assist in payment of eligible student medical expenses incurred by parents/guardians due to CSCE student accidents during the Extended Day Program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. Extended Day Program staff will immediately refer parents/guardians seeking payment of medical expenses under student accident coverage to CSCE's designated accident insurance representative.

**k. Meeting Participation.** AHC will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by CSCE and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the Deputy Director, Principal, or other identified designee to ensure collaboration with the school vision. This also includes quarterly Admin team meetings with the Executive Director, Deputy Director, Business Operations Manager or other identified designee. AHC staff will also participate and facilitate trainings and meetings to address program quality, program improvement and general troubleshooting. Relationships. AHC will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: Administration, faculty including staff of CSCE Extended Day Programs, Parents/Guardians, Youth Community, partner organizations and public agencies.

**7. Licenses.** AHC shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**8. Loss of Standing as Qualified Organization.** AHC shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of

partnership.

**9. Financial Records.** AHC agrees and understands that CSCE is responsible for fiduciary and programmatic oversight for the expenditure of the ASES grant funds contracted to AHC by CSCE for fiscal year 2023-2024. AHC will ensure that all contracted funds of this MOU are expended as stated in the Budget outline.

**a. Accounting Records.** AHC will maintain its accounting records based upon the principles of fund accounting.

**b. Disputes.** AHC shall make all records related to ASES available to CSCE for review. CSCE and AHC shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds. Invoicing / Billing Structure. CSCE will pay a downpayment deposit of \$57,592.85 (30 % of total budget \$191,976.18) by September 8, 2023. CSCE will pay a monthly payment to AHC in the amount of \$14,931.48 for nine consecutive months by the 15th of each month, with the first payment of \$14,931.48 due on October 15, 2023.

**10. Ownership of Documents.** AHC agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES program for a minimum of five years. All documents created by AHC pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AHC are and shall be at the time of creation and thereafter the property of CSCE. CSCE shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AHC or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to CSCE. If any materials are lost, damaged or destroyed before final delivery to CSCE, AHC shall replace them at its own expense and AHC hereby assumes all risks of loss, damage or destruction of or to such materials. AHC may retain a copy of all materials produced under this MOU for its use in its general business activities.

**11. Conduct of Consultant.** AHC will provide training to all AHC staff, agents and volunteers at least annually and within their first month of working with CSCE students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 - 11174.

**12. Staff Requirements.** AHC will adhere to the following staff requirements for each AHC "agent", including employees, staff of subcontracting agencies, and volunteers. AHC will provide CSCE with evidence of staff qualifications, which include:

**a. Tuberculosis Screening.** Current documentation of negative TB Test (PPD on file for each AHC agent working with students.

**b. Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AHC agent working with students. AHC shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AHC shall certify in writing to CSCE that none of its agents who may come into contact with pupils have been convicted of a violent or serious felony. AHC shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent The arrest records for all agents who may come into contact with CSCE pupils in providing services to the District under this Agreement.

**c. Minimum Qualifications.** AHC staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AHC shall provide First Aid and CPR Training to sufficient AHC staff to ensure that no less than 2 AHC staff members with current First Aid and CPR Training are present on site during the program each day. AHC must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES after school grant program and provide a safe and secure program.

**c. Removal of Staff.** In the event that CSCE, in its sole discretion, at any time during the term of this MOU, desires the removal of any AHC related persons, employee, representative or agent from CSCE school site and/or property, AHC shall immediately upon receiving notice from CSCE of such desire, cause the removal of such person or persons. In the event CSCE requests the removal of any AHC related persons, employee, representative or agent from CSCE school site and/or property, the CSCE site administrator shall provide to AHC written, supporting rationale for the decision. Prior to the removal or change of any AHC staff member who is a regular part of the Extended Day program, AHC shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

**13. Conflict of Interest.** AHC shall abide by and be subject to all applicable CSCE policies, regulations, statutes or other laws regarding conflict of interest. AHC affirms to the best of its knowledge, there exists no actual or potential conflict of interest between AHC's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interests or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to CSCE's attention in writing.

**14. Drug-Free / Smoke Free Policy.** AHC understands that CSCE does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on CSCE property. AHC agrees to adhere to this policy for its students, staff, visitors, employees and subcontractors.

**15. Non-Discrimination.** Consistent with the policy of CSCE, AHC and California and Federal laws, AHC shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. AHC shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AHC agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and CSCE policy. In addition, AHC agrees to require compliance by all its subcontractor(s).

**16. Bullying; Sexual Harassment.** AHC and CSCE recognize the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in Extended Day programs. In order to have a safe environments that protect students from physical and emotional harm, AHC shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AHC shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AHC employees and agents.

**17. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** AHC will implement Restorative Justice and PBIS programs at CSCE if and when needed. AHC will implement Attitudinal Healing and other programs in the Extended Day that support positive school climate and focus on prevention.

**18. Insurance.** Throughout the life of the MOU, AHC shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

**a. Commercial General Liability insurance** which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

**b. Worker's Compensation insurance,** as required by the California Labor Code,


with not less than the statutory limits.

**c. Property and Fire insurance** shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of AHC. If any CSCE property is leased, rented or borrowed, it shall also be insured the same as real property.

**d. The above policies of insurance** shall be written on forms acceptable to the Risk Manager of CSCE and endorsed to name CSCE, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to CSCE upon AHC's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void.

**19. Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

**COMMUNITY SCHOOL FOR CREATIVE EDUCATION**

Director of Finance & Operations  DocuSigned by:  
kimberly palmore  
12B2604DD9AB449... Date 07/29/2023

Head of School  DocuSigned by:  
Phyllis H.  
0B15085BBE8D46D Date 07/25/2023

**ATTITUDINAL HEALING CONNECTION, INC.**

Associate Director  DocuSigned by:  
Phyllis Hall  
F8B7F4A3C49046D Date 07/25/2023

Executive Director  DocuSigned by:  
Amana Harris  
E41E6EC3A8EE4A6 Date 07/26/2023

# Coversheet

## Seneca Agreement 23-24

**Section:** V. Governance  
**Item:** B. Seneca Agreement 23-24  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE SENECA MOU 23 - 24.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, 2023 through June 30, 2024, unless sooner terminated as provided herein.

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

Seneca agrees to provide:

- 1 FTE Unconditional Education Coach: \$190,000/year

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

Community Schools for Creative Education agrees to:

- Reimburse Seneca Family of Agencies \$190,000 over equal monthly installments for the 2023-2024 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 \$5,000,000 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,



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

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,

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)