



## Community School for Creative Education

### CSCE Regular Board Meeting

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#### Date and Time

Wednesday March 13, 2024 at 6:00 PM PDT

#### Location

CSCE  
2111 International Blvd.  
Oakland, CA 94606

#### Join Zoom Meeting

<https://us06web.zoom.us/j/89243548414?pwd=Lb4V6ihSpdvGfGpDSNoQbaNQl6x5xt.1>

Meeting ID: 892 4354 8414

Passcode: CSCE2111

#### Martha Candido

22241 S Garden Ave Apt. 4, Hayward CA 94541

#### Dr. Allegra Alessandri Pfiefer

1430 N St., Sacramento CA 95814

#### William Kappenhagen

4333 Applewood Lane, Loves Park, IL 61111

#### Dr. Jennifer Pellegrine

3651 Arch Road, Stockton, CA 95215

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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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## **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

## **BOARD MEMBERS**

1. Allegra Alessandri
2. Anastasia Prentiss
3. Martha Candido
4. Jennifer Pellegrine
5. William Kappenhagen

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## **Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
A. Record Attendance		Anastasia Prentiss	2 m
B. Land Acknowledgement		Anastasia Prentiss	2 m
C. Call the Meeting to Order		Anastasia Prentiss	2 m
D. Agenda Approval	Vote	Anastasia Prentiss	3 m
E. Public Comment	Discuss	Anastasia Prentiss	5 m
<b>II. Consent Agenda</b>			<b>6:14 PM</b>
A. Approve Minutes - Saturday, February 24th - Board Retreat	Approve Minutes	Anastasia Prentiss	2 m
B. February Check Register	Vote	Anastasia Prentiss	2 m
<b>III. Academic Excellence</b>			<b>6:18 PM</b>
A. Head of School Report	FYI	Phillip Gedeon	15 m
<b>IV. Development</b>			<b>6:33 PM</b>
A. Fundraising Update	FYI	Kimberly Palmore	10 m
B. Publicity and Marketing of CSCE	Discuss	Allegra Alessandri	10 m
C. Strengthening the Mission and Vision	Discuss	Allegra Alessandri	10 m
D. Long-Term Facility Update	FYI	Phillip Gedeon	5 m
<b>V. Finance</b>			<b>7:08 PM</b>
A. Revisit Multi-Year Projections	Vote	Anastasia Prentiss	30 m
B. 2nd Interim Report	Vote	Susan Lefkowitz	15 m
<b>VI. Governance</b>			<b>7:53 PM</b>
A. Form 700 Reminder	FYI	Kimberly Palmore	2 m

	Purpose	Presenter	Time
<b>B.</b> Attitudinal Healing Connection Agreement Summer 2024	Vote	Kimberly Palmore	5 m
<b>C.</b> BrightBee Services Agreement	Vote	Kimberly Palmore	5 m
<b>D.</b> Independent Auditor Selection	Vote	Kimberly Palmore	5 m
<b>E.</b> Evaluations of Head of School and Director of Finance & Operations	Vote	Allegra Alessandri	10 m
<b>F.</b> Head of School Stipend Recommendation	Vote	Allegra Alessandri	5 m
<b>G.</b> Director of Finance and Operations Stipend Recommendation	Vote	Allegra Alessandri	5 m
<b>VII. Other Business</b>			<b>8:30 PM</b>
<b>A.</b> Adjustment of Board Meeting Calendar - Add Meeting the Week of March 25th	Vote	Anastasia Prentiss	5 m
<b>B.</b> Reminder of April CSCE Board Meeting - Wednesday, April 10, 2024	FYI	Anastasia Prentiss	2 m
<b>VIII. Closing Items</b>			<b>8:37 PM</b>
<b>A.</b> Adjourn Meeting	Vote	Anastasia Prentiss	1 m

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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

## Approve Minutes - Saturday, February 24th - Board Retreat

**Section:** II. Consent Agenda  
**Item:** A. Approve Minutes - Saturday, February 24th - Board Retreat  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for CSCE Board Retreat on February 24, 2024

APPROVED



## Community School for Creative Education

### Minutes

#### CSCE Board Retreat

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#### Date and Time

Saturday February 24, 2024 at 9:00 AM

#### Location

CSCE

2111 International Blvd.

Oakland, CA 94606

Join Zoom Meeting

<https://us06web.zoom.us/j/83722223466?pwd=9bKfNMryRKRCbELWXw3X0nK6wURiBu.1>

Meeting ID: 837 2222 3466

Passcode: CSCE2111

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## BOARD MEMBERS

1. Allegra Alessandri
2. Anastasia Prentiss
3. Martha Candido
4. Jennifer Pellegrine
5. William Kopenhagen

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### Directors Present

A. Alessandri, A. Prentiss, B. Kopenhagen, J. Pellegrine, M. Candido

### Directors Absent

*None*

### Guests Present

K. Palmore, P. Gedeon

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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 Saturday Feb 24, 2024 at 9:32 AM.

### C. Agenda Approval

A. Alessandri made a motion to approve the agenda for the board retreat on 2/24.

M. Candido seconded the motion.

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

#### Roll Call

A. Prentiss	Aye
J. Pellegrine	Aye
A. Alessandri	Aye
M. Candido	Aye
B. Kopenhagen	Absent

### D. Public Comment

There was no public comment.

## II. Consent Agenda

### A. Approve Minutes - Wednesday, January 10th - Regular Board Meeting

A. Alessandri made a motion to approve the minutes from CSCE Regular Board Meeting on 01-10-24.

M. Candido seconded the motion.

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

#### Roll Call

A. Alessandri	Aye
M. Candido	Aye
A. Prentiss	Aye
B. Kopenhagen	Absent
J. Pellegrine	Aye

### B. January Check Register

A. Alessandri made a motion to approve the January check register.

M. Candido seconded the motion.

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

#### Roll Call

M. Candido	Aye
A. Prentiss	Aye
J. Pellegrine	Aye
B. Kopenhagen	Absent
A. Alessandri	Aye

### III. Board Retreat

#### A. CSCE Board Retreat - Intro

Board members engaged in an into session as part of their retreat.

#### B. CSCE Board Retreat - Board Roles & Responsibilities

Board members engaged in a session covering board roles and responsibilities as part of their retreat.

#### C. Break

#### D. CSCE Board Retreat - Priorities

Board members engaged in a session covering board priorities as part of their retreat.

#### E. Lunch Set Up

#### F. CSCE Board Retreat - Action Plan

Board members engaged in a session covering board action planning as part of their retreat.

#### G. CSCE Board Retreat - Closing

Board members engaged in a closing session and debrief as part of their retreat.

### IV. Academic Excellence

#### A. Head of School Report

The Head of School presented information current and upcoming activities at CSCE. Topics included student festivals, enrollment, the upcoming bookfair, and remaining art festivals for the year.

#### B. G1 Funding Application Presentation 24-25

The Head of School presented details for G1 funding application for the 24-25 school year.

#### C. 22-23 SARC Approval

J. Pellegrine made a motion to approve 22-23 SARC.

A. Alessandri seconded the motion.

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

#### Roll Call

B. Kopenhagen Aye

**Roll Call**

A. Prentiss Aye  
M. Candido Aye  
J. Pellegrine Aye  
A. Alessandri Aye

**D. ProCare Therapy Contract Approval**

J. Pellegrine made a motion to approve the ProCare Therapy contract for the 23-24 school year.

A. Alessandri seconded the motion.

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

**Roll Call**

A. Alessandri Aye  
J. Pellegrine Aye  
M. Candido Aye  
B. Kopenhagen Aye  
A. Prentiss Aye

**E. LCAP Mid-Year Progress Report**

J. Pellegrine made a motion to approve the LCAP Mid-year submission report for the 23-24 school year.

M. Candido seconded the motion.

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

**Roll Call**

A. Prentiss Aye  
A. Alessandri Aye  
B. Kopenhagen Aye  
J. Pellegrine Aye  
M. Candido Aye

**F. Head of School Mid-year Staff Survey Results**

The Head of School presented information on the responses from his mid-year staff survey results.

**V. Development**

**A. Fundraising Update & Community Benefit 2024**

A development report was presented on fundraising and our upcoming community benefit.

**VI. Finance**

**A.**

### **Multiyear Budget Projection Presentation & Vote**

J. Pellegrine made a motion to move forward with option as a funding model 3 for the 24-25 and 24-26 school years.

B. Kappenhagen seconded the motion.

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

#### **Roll Call**

A. Prentiss	Aye
J. Pellegrine	Aye
A. Alessandri	Absent
B. Kappenhagen	Aye
M. Candido	Abstain

## **VII. Governance**

### **A. Form 700 Reminder**

A reminder was given to the board members to complete their form 700 for 2023 school year.

### **B. Comprehensive Safety Plan Update**

M. Candido made a motion to approve the comprehensive safety plan for 23-24.

A. Prentiss seconded the motion.

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

#### **Roll Call**

A. Prentiss	Aye
B. Kappenhagen	Aye
M. Candido	Aye
J. Pellegrine	Aye

### **C. Facility Update**

A facility update was given by the HOS regarding the facility use agreement through OUSD.

## **VIII. Other Business**

### **A. Next CSCE Board Meeting - Wednesday, March 13, 2024**

A reminder was given to the board members regarding the next board meeting on March 13th.

## **IX. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:20 PM.

Respectfully Submitted,  
A. Prentiss

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# Coversheet

## February Check Register

**Section:** II. Consent Agenda  
**Item:** B. February Check Register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE Check Register February 2024.pdf

Location: CA135--Community School for Creative-CSC

## Community School for Creative-CSC CSCE Check Register February 2024

Date	Vendor	Document no.	Amount
	<b>Bank: Beneficial Bank Oper - Beneficial State Bank</b>	<b>Account no: 820016559</b>	
	<b>02/29/2024</b>		
02/29/2024	V003798--Amazon Capital Services	40001173	694.21
02/29/2024	V003242--CINTAS CORPORATION - 29059	40001174	699.13
02/29/2024	V018675--Feng J Chen	Voided - 40001175	(500.00)
02/29/2024	V018675--Feng J Chen	40001175	500.00
02/29/2024	V018676--Hipolito Torres Salgado	Voided - 40001176	(500.00)
02/29/2024	V018676--Hipolito Torres Salgado	40001176	500.00
02/29/2024	V018677--Jenny Liu	Voided - 40001177	(500.00)
02/29/2024	V018677--Jenny Liu	40001177	500.00
02/29/2024	V018678--Jin Li Chen	Voided - 40001178	(500.00)
02/29/2024	V018678--Jin Li Chen	40001178	500.00
02/29/2024	V009802--Ma De Jesus Filares Arce	Voided - 40001179	(500.00)
02/29/2024	V009802--Ma De Jesus Filares Arce	40001179	500.00
02/29/2024	V018679--Michel Dion	Voided - 40001180	(500.00)
02/29/2024	V018679--Michel Dion	40001180	500.00
02/29/2024	V018681--Osmin Alexander Flores Jimenez	Voided - 40001181	(500.00)
02/29/2024	V018681--Osmin Alexander Flores Jimenez	40001181	500.00
02/29/2024	V013689--ProCare Therapy - TTF Holding	40001182	1,072.50
02/29/2024	V010546--Quadient Finance USA, Inc.	40001183	105.81
02/29/2024	V018682--Sandy Yi Liang	Voided - 40001184	(500.00)
02/29/2024	V018682--Sandy Yi Liang	40001184	500.00
02/29/2024	V011235--Swing Education Inc	40001185	1,720.95
02/29/2024	V000097--T-Mobile - 742596	40001186	1,034.99
02/29/2024	V013997--Teresa McGinley	40001187	7,175.00
02/29/2024	V011341--The Education Team	40001188	2,827.48
02/29/2024	V018683--Zhi Min Shao	Voided - 40001189	(500.00)
02/29/2024	V018683--Zhi Min Shao	40001189	500.00
	<b>Total for 02/29/2024</b>		<b>15,330.07</b>
	<b>02/27/2024</b>		
02/27/2024	V003798--Amazon Capital Services	40001164	234.26
02/27/2024	V007533--Attitudinal Healing Connection, Inc.	40001165	14,931.48
02/27/2024	V000003--Charter School Management Corporation	40001166	7,083.33
02/27/2024	V006298--First-Citizens Bank & Trust Company	40001167	1,245.85
02/27/2024	V016987--International Fire Equipment	40001168	975.00
02/27/2024	V014254--Oakland Unified School District - High St/Minh Co	40001169	32,839.75
02/27/2024	V013689--ProCare Therapy - TTF Holding	40001170	1,815.00
02/27/2024	V011235--Swing Education Inc	40001171	1,814.08
02/27/2024	V011341--The Education Team	40001172	3,142.45
	<b>Total for 02/27/2024</b>		<b>64,081.20</b>
	<b>02/23/2024</b>		
02/23/2024	V003459--Payroll	10786	300.00
02/23/2024	V003459--Payroll	10785	1,174.96
02/23/2024	V003459--Payroll	10784	1,620.95
	<b>Total for 02/23/2024</b>		<b>3,095.91</b>
	<b>02/15/2024</b>		
02/15/2024	V003693--Adriana San Millan School Psychology & SPED Services	40001149	11,620.00
02/15/2024	V007350--Alameda County Office of Education	40001162	39,578.44
02/15/2024	V007350--Alameda County Office of Education	40001150	4,023.48

Location: CA135--Community School for Creative-CSC

## Community School for Creative-CSC CSCE Check Register February 2024

Date	Vendor	Document no.	Amount
02/15/2024	V003798--Amazon Capital Services	40001151	33.06
02/15/2024	V007490--Ascend Rehab Services, Inc.	40001152	5,953.05
02/15/2024	V003242--CINTAS CORPORATION - 29059	40001153	334.41
02/15/2024	V012794--Clark Pest Control of Stockton Inc.	40001154	175.00
02/15/2024	V014857--EBMUD	40001155	829.24
02/15/2024	V018490--Jose Rodriguez	40001156	88.00
02/15/2024	V016853--Kenya Abdallah	40001163	300.00
02/15/2024	V009707--Lionbridge Technologies Inc	40001157	250.00
02/15/2024	V014250--Norton and Associates, Inc.	40001158	10,030.64
02/15/2024	V013689--ProCare Therapy - TTF Holding	40001159	990.00
02/15/2024	V003336--Revolution Foods, PBC.	40001160	16,775.15
02/15/2024	V011341--The Education Team	40001161	2,087.65
	<b>Total for 02/15/2024</b>		<b>93,068.12</b>
	<b>02/13/2024</b>		
02/13/2024	V003798--Amazon Capital Services	40001134	2,344.03
02/13/2024	V007759--Blaisdell's Business Products	40001135	744.02
02/13/2024	V000032--CharterSAFE	40001136	5,212.00
02/13/2024	V003242--CINTAS CORPORATION - 29059	40001137	518.00
02/13/2024	V014309--Grace Pang	40001138	3,146.00
02/13/2024	V009328--Instruction Partners	40001139	13,292.50
02/13/2024	V016987--International Fire Equipment	Voided - 40001140	(975.00)
02/13/2024	V016987--International Fire Equipment	40001140	975.00
02/13/2024	V016853--Kenya Abdallah	40001141	425.00
02/13/2024	V010018--Moss Farm	40001142	6,250.00
02/13/2024	V010175--Norcal Cleaning Services	40001143	10,800.00
02/13/2024	V006051--PowerSchool Group LLC - PO Box 888408	40001144	9,558.81
02/13/2024	V011235--Swing Education Inc	40001145	1,490.00
02/13/2024	V011341--The Education Team	40001146	1,714.07
02/13/2024	V011870--Xobee Networks Inc	40001147	108.00
02/13/2024	V000012--Young, Minney & Corr, LLP	40001148	3,770.00
	<b>Total for 02/13/2024</b>		<b>59,372.43</b>
	<b>02/09/2024</b>		
02/09/2024	V003459--Payroll	10783	300.00
02/09/2024	V003459--Payroll	10782	1,724.70
	<b>Total for 02/09/2024</b>		<b>2,024.70</b>
	<b>02/01/2024</b>		
02/01/2024	V016851--Adrienne Barnes	40001124	396.00
02/01/2024	V003798--Amazon Capital Services	40001125	2,015.62
02/01/2024	V008652--Ed Sped Solutions, Inc.	40001126	7,372.30
02/01/2024	V008652--Ed Sped Solutions, Inc.	Voided - 40000951	(7,372.30)
02/01/2024	V016852--Hanna Forde	40001127	119.00
02/01/2024	V000010--Houghton Mifflin Harcourt Publishing Company	40001128	2,759.50
02/01/2024	V016853--Kenya Abdallah	40001129	326.50
02/01/2024	V010175--Norcal Cleaning Services	40001130	1,500.00
02/01/2024	V011235--Swing Education Inc	40001131	1,192.00
02/01/2024	V000097--T-Mobile - 742596	40001132	1,034.99
02/01/2024	V011341--The Education Team	40001133	3,120.48
	<b>Total for 02/01/2024</b>		<b>12,464.09</b>



Location: CA135--Community School for Creative-CSC

## Community School for Creative-CSC CSCE Check Register February 2024

<u>Date</u>	<u>Vendor</u>	<u>Document no.</u>	<u>Amount</u>
	<b>Total for Beneficial Bank Oper</b>		<b>249,436.52</b>

# Coversheet

## Fundraising Update

**Section:** IV. Development  
**Item:** A. Fundraising Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** 3\_13\_24 Dev. Report to CSCE Board.pdf

## 3/13/24 Development Report and Updates

### Grant Applications Awarded YTD

Grantor	Amount	Description	Stage	FY
Save the Redwoods League	\$6,000	Redwood Field Trips	Awarded	23-24
Anonymous	\$10,000	Garden Enhancement	Awarded	23-24
Dudnick Detwiler Rivin and Stikker LLP	\$5,000	Unrestricted Support	Awarded	23-24
Oakland Promise	\$1,000	College/Career Exposure Grant	Awarded	23-24

## 3/13/24 Development Report and Updates

### Grant Applications Awaiting Response YTD

Grantor	Amount	Description	Stage	FY
Bank of Marin	\$35,000	Unrestricted Support	Application Submitted	23-24
Elevate Youth	\$750,000 (\$250k per year)	Student Mental Health Support	Application Submitted	23-24 (3-year proposal)
Quest Foundation	\$35,000	Summer Staffing Support	Application Submitted	23-24
Fresh Fruit & Vegetables Program	\$15,000	Health Snacks for Students	Application Submitted	24-25



**3/13/24 Development Report and Updates****Grant Applications YTD**

<b>Grantor</b>	<b>Amount</b>	<b>Description</b>	<b>Stage</b>	<b>FY</b>
Akamai Foundation STEM Grant	\$25,000	STEM Programming	Application in Progress	23-24
Hearst Foundation	\$200,000 each year	Multilingual Learner Program Support	Application in Progress	24-25 (3-year proposal)
The Cigna Group Foundation	\$100,000	K-8 language, literacy, and STEM subjects	Application in Progress	24-25
PLTW Launch - Program Expansion (Chevron California)	\$10,000 paid over two years	STEM grants for elementary schools	Application in Progress	24-25 25-26 2 year plan

## 3/14/24 Development Report and Updates

- Community Event will be held in conjunction with the Festival of Community on May 4th at CSCE. Board members invited to attend.
- Demonstration Gardens: Developing Landscaping/Gardening facilities plan funded by grant money. Plan includes perimeter 'eye appeal' projects to support enrollment & beautify school entrance. Interior courtyard/play areas/outdoor classroom, inside classroom seedlings and plants
- Building Dev. Calendar now for spring, summer and fall application cycles. Cycle is: Research and find gov. grants and private foundations. Send Letters of Interest, use online portal or take eligibility quiz. If eligible to apply, or if invited to apply, apply when application dates open. Build year round application calendar. Look for private foundations that have rolling LOI's and continue to apply to these year round.
- Eat Learn Play Foundation: Steph Curry Bus. April 9, 2024. 200 meals, 2 books per student to take home. Board members invited to attend.

# Coversheet

## Revisit Multi-Year Projections

**Section:** V. Finance  
**Item:** A. Revisit Multi-Year Projections  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE FY2324 Budget - 2nd Interim Option 2.pdf  
CSCE FY2324 Budget - 2nd Interim Option 3.pdf

## Budget Summary

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



<b>SACS (Code Description)</b>		185 <b>2023-24</b>	200 <b>2024-25</b>	215 <b>2025-26</b>			
<b>Revenue</b>							
	State LCFF Revenue	2,342,964	2,544,409	2,801,359			
	Federal Revenue	545,604	228,773	240,021			
	Other State Revenue	1,369,867	1,243,914	1,085,462			
	Local Revenue	169,270	162,006	162,006			
<b>Total Revenue</b>		<b>\$ 4,427,705</b>	<b>\$ 4,179,102</b>	<b>\$ 4,288,848</b>			
<b>Expenses</b>							
1000	Certificated Salaries	1,455,433	28.7%	1,199,114	27.9%	1,199,114	27.6%
2000	Classified Salaries	688,587	13.6%	680,725	15.8%	680,725	15.7%
3000	Benefits	573,661	11.3%	503,155	11.7%	504,057	11.6%
	<b>Total Personnel Expense</b>	<b>2,717,680</b>	<b>53.5%</b>	<b>2,382,994</b>	<b>55.4%</b>	<b>2,383,896</b>	<b>54.9%</b>
4000	Books and Supplies	406,230	8.0%	355,488	8.3%	361,398	8.3%
5000	Services and Other Operating Expenses	1,952,862	38.5%	1,560,173	36.3%	1,599,724	36.8%
6000	Capital Outlay						
7000	Other Outgoing						
<b>Total Expenses</b>		<b>\$ 5,076,772</b>		<b>\$ 4,298,654</b>		<b>\$ 4,345,018</b>	
<b>Surplus / (Deficit)</b>		<b>\$ (649,066)</b>		<b>\$ (119,552)</b>		<b>\$ (56,170)</b>	
As a % of LCFF Revenue		-28%		-5%		-2%	
<b>Estimated Beginning Fund Balance (Net Assets)</b>		<b>2,062,558</b>		<b>1,413,492</b>		<b>1,293,939</b>	
<b>Ending Balance</b>		<b>\$ 1,413,492</b>		<b>\$ 1,293,939</b>		<b>\$ 1,237,769</b>	
As a % of LCFF Revenue		60%		51%		44%	



## Budget Summary

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



SACS (Code Description)		185 2023-24		200 2024-25		215 2025-26	
<b>Revenue</b>							
	State LCFF Revenue	2,342,964		2,544,409		2,801,359	
	Federal Revenue	545,604		228,773		240,021	
	Other State Revenue	1,369,867		1,243,914		1,085,462	
	Local Revenue	169,270		162,006		162,006	
<b>Total Revenue</b>		<b>\$ 4,427,705</b>		<b>\$ 4,179,102</b>		<b>\$ 4,288,848</b>	
<b>Expenses</b>							
1000	Certificated Salaries	1,455,433	28.7%	1,200,114	28.8%	1,200,114	28.5%
2000	Classified Salaries	688,587	13.6%	563,632	13.5%	563,632	13.4%
3000	Benefits	573,661	11.3%	492,109	11.8%	492,984	11.7%
	<b>Total Personnel Expense</b>	<b>2,717,680</b>	<b>53.5%</b>	<b>2,255,856</b>	<b>54.1%</b>	<b>2,256,730</b>	<b>53.5%</b>
4000	Books and Supplies	406,230	8.0%	355,488	8.5%	361,398	8.6%
5000	Services and Other Operating Expenses	1,952,862	38.5%	1,560,173	37.4%	1,599,724	37.9%
6000	Capital Outlay						
7000	Other Outgoing						
<b>Total Expenses</b>		<b>\$ 5,076,772</b>		<b>\$ 4,171,516</b>		<b>\$ 4,217,852</b>	
<b>Surplus / (Deficit)</b>		<b>\$ (649,066)</b>		<b>\$ 7,586</b>		<b>\$ 70,996</b>	
As a % of LCFF Revenue		-28%		0%		3%	
<b>Estimated Beginning Fund Balance (Net Assets)</b>		<b>2,062,558</b>		<b>1,413,492</b>		<b>1,421,077</b>	
<b>Ending Balance</b>		<b>\$ 1,413,492</b>		<b>\$ 1,421,077</b>		<b>\$ 1,492,073</b>	
As a % of LCFF Revenue		60%		56%		53%	

# Coversheet

## 2nd Interim Report

**Section:** V. Finance  
**Item:** B. 2nd Interim Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE FY23-24 2nd Interim Alt. - Option 2.pdf  
CSCE FY23-24 2nd Interim Alt. - Option 3.pdf

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: Community School for Creative  
 (continued) Education  
 CDS #: 01-10017-0123968  
 Charter Approving Entity: Alameda County Office of Education  
 County: Alameda  
 Charter #: 1284  
 Fiscal Year: 2023/24

Description	Object Code	First Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. First Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
<b>1. LCFF/Revenue Limit Sources</b>						
State Aid - Current Year	8011	1,269,612.00	576,054.00	1,275,701.00	6,089.00	0.48%
Education Protection Account State Aid - Current Year	8012	507,823.00	252,661.00	507,823.00	-	0.00%
State Aid - Prior Years	8019	-	-	-	-	-
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	559,440.00	278,400.00	559,440.00	-	0.00%
Other LCFF Transfers	8091, 8097	-	-	-	-	-
Total, LCFF Sources		2,336,875.00	1,107,115.00	2,342,964.00	6,089.00	0.26%
<b>2. Federal Revenues</b>						
No Child Left Behind/Every Student Succeeds Act	8290	101,956.00	62,178.00	101,956.00	-	0.00%
Special Education - Federal	8181, 8182	25,163.00	-	22,282.00	(2,881.00)	-11.45%
Child Nutrition - Federal	8220	83,436.00	30,707.29	83,436.00	-	0.00%
Donated Food Commodities	8221	-	-	-	-	-
Other Federal Revenues	8110, 8260-8299	337,873.00	132,269.66	337,930.00	57.00	0.02%
Total, Federal Revenues		548,428.00	225,154.95	545,604.00	(2,824.00)	-0.51%
<b>3. Other State Revenues</b>						
Special Education - State	StateRevSE	153,798.00	122,527.00	153,798.00	-	0.00%
All Other State Revenues	StateRevAO	1,212,388.00	311,814.62	1,216,069.00	3,681.00	0.30%
Total, Other State Revenues		1,366,186.00	434,341.62	1,369,867.00	3,681.00	0.27%
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	167,655.00	28,399.40	169,270.00	1,615.00	0.96%
Total, Local Revenues		167,655.00	28,399.40	169,270.00	1,615.00	0.96%
<b>5. TOTAL REVENUES</b>						
		4,419,144.00	1,795,010.97	4,427,705.00	8,561.00	0.19%
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	901,746.00	443,334.40	824,707.00	(77,039.00)	-8.54%
Certificated Pupil Support Salaries	1200	377,293.00	214,075.70	418,470.00	41,177.00	10.91%
Certificated Supervisors' and Administrators' Salaries	1300	225,375.00	225,006.50	212,255.00	(13,120.00)	-5.82%
Other Certificated Salaries	1900	-	-	-	-	-
Total, Certificated Salaries		1,504,414.00	882,416.60	1,455,432.00	(48,982.00)	-3.26%
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	362,451.00	171,857.31	371,846.00	9,395.00	2.59%
Non-certificated Support Salaries	2200	-	-	-	-	-
Non-certificated Supervisors' and Administrators' Sal.	2300	245,568.00	107,764.78	245,568.00	-	0.00%
Clerical and Office Salaries	2400	71,173.00	42,952.36	71,173.00	-	0.00%
Other Non-certificated Salaries	2900	-	-	-	-	-
Total, Non-certificated Salaries		679,192.00	322,574.45	688,587.00	9,395.00	1.38%
<b>3. Employee Benefits</b>						
STRS	3101-3102	312,440.00	144,679.90	303,084.00	(9,356.00)	-2.99%
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	65,626.00	36,899.32	65,634.00	8.00	0.01%
Health and Welfare Benefits	3401-3402	152,704.00	106,053.31	164,876.00	12,172.00	7.97%
Unemployment Insurance	3501-3502	14,074.00	7,253.58	14,982.00	908.00	6.45%
Workers' Compensation Insurance	3601-3602	25,548.00	17,808.00	25,085.00	(463.00)	-1.81%
OPEB, Allocated	3701-3702	-	578.81	578.81	578.81	New
OPEB, Active Employees	3751-3752	-	-	-	-	-
Other Employee Benefits	3901-3902	-	-	-	-	-
Total, Employee Benefits		570,392.00	313,272.92	574,239.81	3,847.81	0.67%

**CHARTER SCHOOL**  
**INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
**Second Interim Report - Summary**

Charter School Name: Community School for Creative  
 (continued) Education  
 CDS #: 01-10017-0123968  
 Charter Approving Entity: Alameda County Office of Educatio  
 County: Alameda  
 Charter #: 1284  
 Fiscal Year: 2023/24

Description	Object Code	First Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. First Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	31,000.00	25,025.54	31,000.00	-	0.00%
Books and Other Reference Materials	4200	5,100.00	74.95	5,100.00	-	0.00%
Materials and Supplies	4300	90,200.00	56,832.47	90,200.00	-	0.00%
Noncapitalized Equipment	4400	129,930.00	92,782.60	119,930.00	(10,000.00)	-7.70%
Food	4700	150,000.00	72,273.30	160,000.00	10,000.00	6.67%
Total, Books and Supplies		406,230.00	246,988.86	406,230.00	-	0.00%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	96,700.00	59,535.31	96,700.00	-	0.00%
Dues and Memberships	5300	14,790.00	11,096.77	14,790.00	-	0.00%
Insurance	5400	49,942.26	34,330.00	49,942.00	(0.26)	0.00%
Operations and Housekeeping Services	5500	215,680.00	157,278.50	245,680.00	30,000.00	13.91%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	155,371.66	76,194.59	150,372.00	(4,999.66)	-3.22%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	1,294,103.00	644,894.43	1,368,585.19	74,482.19	5.76%
Communications	5900	26,214.00	12,644.08	26,214.00	-	0.00%
Total, Services and Other Operating Expenditures		1,852,800.92	995,973.68	1,952,283.19	99,482.27	5.37%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
<i>Depreciation Expense (for accrual basis only)</i>	6900	-	-	-	-	
<i>Amortization Expense-Lease Assets</i>	6910	-	-	-	-	
Total, Capital Outlay		-	-	-	-	
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
<b>8. TOTAL EXPENDITURES</b>		5,013,028.92	2,761,226.51	5,076,772.00	63,743.08	1.27%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(593,884.92)	(966,215.54)	(649,067.00)	(55,182.08)	9.29%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: Community School for Creative  
 (continued) Education  
 CDS #: 01-10017-0123968  
 Charter Approving Entity: Alameda County Office of Education  
 County: Alameda  
 Charter #: 1284  
 Fiscal Year: 2023/24

Description	Object Code	First Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. First Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(593,884.92)	(966,215.54)	(649,067.00)	(55,182.08)	9.29%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	2,094,936.80	2,062,558.00	2,062,558.00	(32,378.80)	-1.55%
b. Adjustments/Restatements	9793, 9795	-	-	-	-	
c. Adjusted Beginning Fund Balance		2,094,936.80	2,062,558.00	2,062,558.00		
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,501,051.88	1,096,342.46	1,413,491.00		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	123,999.00	123,999.00	123,999.00	New
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	150,256.00	-	151,350.00	1,094.00	0.73%
Unassigned/Unappropriated Amount	9790	1,350,795.88	972,343.46	1,138,142.00	(212,653.88)	-15.74%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

**Charter School Name:** Community School for Creative  
 (continued) Education  
**CDS #:** 01-10017-0123968  
**Charter Approving Entity:** Alameda County Office of Education  
**County:** Alameda  
**Charter #:** 1284  
**Fiscal Year:** 2023/24

Description	Object Code	First Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. First Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
<b>1. LCFF/Revenue Limit Sources</b>						
State Aid - Current Year	8011	1,269,612.00	576,054.00	1,275,701.00	6,089.00	0.48%
Education Protection Account State Aid - Current Year	8012	507,823.00	252,661.00	507,823.00	-	0.00%
State Aid - Prior Years	8019	-	-	-	-	-
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	559,440.00	278,400.00	559,440.00	-	0.00%
Other LCFF Transfers	8091, 8097	-	-	-	-	-
Total, LCFF Sources		2,336,875.00	1,107,115.00	2,342,964.00	6,089.00	0.26%
<b>2. Federal Revenues</b>						
No Child Left Behind/Every Student Succeeds Act	8290	101,956.00	62,178.00	101,956.00	-	0.00%
Special Education - Federal	8181, 8182	25,163.00	-	22,282.00	(2,881.00)	-11.45%
Child Nutrition - Federal	8220	83,436.00	30,707.29	83,436.00	-	0.00%
Donated Food Commodities	8221	-	-	-	-	-
Other Federal Revenues	8110, 8260-8299	337,873.00	132,269.66	337,930.00	57.00	0.02%
Total, Federal Revenues		548,428.00	225,154.95	545,604.00	(2,824.00)	-0.51%
<b>3. Other State Revenues</b>						
Special Education - State	StateRevSE	153,798.00	122,527.00	153,798.00	-	0.00%
All Other State Revenues	StateRevAO	1,212,388.00	311,814.62	1,216,069.00	3,681.00	0.30%
Total, Other State Revenues		1,366,186.00	434,341.62	1,369,867.00	3,681.00	0.27%
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	167,655.00	28,399.40	169,270.00	1,615.00	0.96%
Total, Local Revenues		167,655.00	28,399.40	169,270.00	1,615.00	0.96%
<b>5. TOTAL REVENUES</b>						
		4,419,144.00	1,795,010.97	4,427,705.00	8,561.00	0.19%
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	901,746.00	443,334.40	824,707.00	(77,039.00)	-8.54%
Certificated Pupil Support Salaries	1200	377,293.00	214,075.70	418,470.00	41,177.00	10.91%
Certificated Supervisors' and Administrators' Salaries	1300	225,375.00	225,006.50	212,255.00	(13,120.00)	-5.82%
Other Certificated Salaries	1900	-	-	-	-	-
Total, Certificated Salaries		1,504,414.00	882,416.60	1,455,432.00	(48,982.00)	-3.26%
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	362,451.00	171,857.31	371,846.00	9,395.00	2.59%
Non-certificated Support Salaries	2200	-	-	-	-	-
Non-certificated Supervisors' and Administrators' Sal.	2300	245,568.00	107,764.78	245,568.00	-	0.00%
Clerical and Office Salaries	2400	71,173.00	42,952.36	71,173.00	-	0.00%
Other Non-certificated Salaries	2900	-	-	-	-	-
Total, Non-certificated Salaries		679,192.00	322,574.45	688,587.00	9,395.00	1.38%
<b>3. Employee Benefits</b>						
STRS	3101-3102	312,440.00	144,679.90	303,084.00	(9,356.00)	-2.99%
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	65,626.00	36,899.32	65,634.00	8.00	0.01%
Health and Welfare Benefits	3401-3402	152,704.00	106,053.31	164,876.00	12,172.00	7.97%
Unemployment Insurance	3501-3502	14,074.00	7,253.58	14,982.00	908.00	6.45%
Workers' Compensation Insurance	3601-3602	25,548.00	17,808.00	25,085.00	(463.00)	-1.81%
OPEB, Allocated	3701-3702	-	578.81	578.81	578.81	New
OPEB, Active Employees	3751-3752	-	-	-	-	-
Other Employee Benefits	3901-3902	-	-	-	-	-
Total, Employee Benefits		570,392.00	313,272.92	574,239.81	3,847.81	0.67%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
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					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	31,000.00	25,025.54	31,000.00	-	0.00%
Books and Other Reference Materials	4200	5,100.00	74.95	5,100.00	-	0.00%
Materials and Supplies	4300	90,200.00	56,832.47	90,200.00	-	0.00%
Noncapitalized Equipment	4400	129,930.00	92,782.60	119,930.00	(10,000.00)	-7.70%
Food	4700	150,000.00	72,273.30	160,000.00	10,000.00	6.67%
Total, Books and Supplies		406,230.00	246,988.86	406,230.00	-	0.00%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	96,700.00	59,535.31	96,700.00	-	0.00%
Dues and Memberships	5300	14,790.00	11,096.77	14,790.00	-	0.00%
Insurance	5400	49,942.26	34,330.00	49,942.00	(0.26)	0.00%
Operations and Housekeeping Services	5500	215,680.00	157,278.50	245,680.00	30,000.00	13.91%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	155,371.66	76,194.59	150,372.00	(4,999.66)	-3.22%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	1,294,103.00	644,894.43	1,368,585.19	74,482.19	5.76%
Communications	5900	26,214.00	12,644.08	26,214.00	-	0.00%
Total, Services and Other Operating Expenditures		1,852,800.92	995,973.68	1,952,283.19	99,482.27	5.37%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
Depreciation Expense (for accrual basis only)	6900	-	-	-	-	
Amortization Expense-Lease Assets	6910	-	-	-	-	
Total, Capital Outlay		-	-	-	-	
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
<b>8. TOTAL EXPENDITURES</b>		5,013,028.92	2,761,226.51	5,076,772.00	63,743.08	1.27%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(593,884.92)	(966,215.54)	(649,067.00)	(55,182.08)	9.29%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: Community School for Creative  
 (continued) Education  
 CDS #: 01-10017-0123968  
 Charter Approving Entity: Alameda County Office of Education  
 County: Alameda  
 Charter #: 1284  
 Fiscal Year: 2023/24

Description	Object Code	First Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. First Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(593,884.92)	(966,215.54)	(649,067.00)	(55,182.08)	9.29%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	2,094,936.80	2,062,558.00	2,062,558.00	(32,378.80)	-1.55%
b. Adjustments/Restatements	9793, 9795	-	-	-	-	
c. Adjusted Beginning Fund Balance		2,094,936.80	2,062,558.00	2,062,558.00		
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,501,051.88	1,096,342.46	1,413,491.00		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	123,999.00	123,999.00	123,999.00	New
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	150,256.00	-	151,350.00	1,094.00	0.73%
Unassigned/Unappropriated Amount	9790	1,350,795.88	972,343.46	1,138,142.00	(212,653.88)	-15.74%



# Coversheet

## Attitudinal Healing Connection Agreement Summer 2024

**Section:** VI. Governance  
**Item:** B. Attitudinal Healing Connection Agreement Summer 2024  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** \_AHC\_CSCE Summer Session-LOA\_2023\_2024.pdf



## **Letter of Agreement Between Attitudinal Healing Connection, Inc. and Community School for Creative Education**

This Letter of Agreement is made and entered on March 13, 2024 by and between Attitudinal Healing Connection, Inc. [Tax ID: #94-3178158, Address: 101 Myrtle Street, Oakland, CA 94607] and Community School for Creative Education, 2221 International . The Attitudinal Healing Connection, Inc. (“AHC”) and Community School for Creative Education (“CSCE”) are fully committed to the success of their partnership for the 2023/2024 summer school session. The parties agree and commit to the following:

1. AHC will provide Extended Day/Visual Arts programming for the 2023/2024 summer session. ArtEsteem Extended Day programming at CSCE will begin June 3, 2024 and end June 28, 2024. Programming will consist of a total of 20 hours per week, for 4 weeks, Monday-Friday for Kindergarten-8th grade, 1:00pm-5:00pm each day (excluding observance of Juneteenth on Wednesday June 19, 2024).
2. CSCE will provide adequate space for program staff and student participants, as well as a safe storage area for materials and visual art supplies for the duration of the summer session. Classes will take place in designated classrooms, the community room, the black-top, blue-top and at pre-approved field trip sites. AHC management will provide oversight on curriculum and program implementation.
3. AHC will provide ArtEsteem staff for on-site programming at CSCE. ArtEsteem staff will have Live Scan fingerprint, TB and COVID-19 test clearance. AHC will instruct staff to adhere to all OUSD and CDC policies related to COVID-19 at all times. Until further notice ArtEsteem staff are expected to adhere to the CSCE policy related to mask wearing.
4. AHC will serve up to 20-25 students in each class, not to exceed a program total of 110. ArtEsteem staff will be on-site for preparation, teaching, and cleanup each day of the scheduled class.
5. AHC will provide applications for the program and will conduct surveys with students and families served.
6. AHC will work together with CSCE to create a clear system for taking student attendance and implementing student evaluations.
7. Funding for the Extended Day Summer Session: \$40,000 will come from CSCE funding sources.
8. AHC will provide an invoice to the CSCE CFO and the Principal for payment. Payment of \$20,000 to be paid no later than June 15, 2024. The balance of \$20,000 will be paid within 10 days of completion

of programming. AHC reserves the right to cease performing work for CSCE if the payments of AHC’s invoices are not up to date.

- 9. AHC and CSCE agree that, as a condition of and in consideration for their child[ren]’s participation in AHC programs conducted on CSCE premises, each participant’s parent or legal guardian will be required by CSCE to complete, sign, and return AHC’s Enrollment Form, which provides basic contact information, emergency contact, pick-up and release, and medical data for each participant, a release of AHC from liability, and a perpetual, nonexclusive license to AHC for use of the participant’s artwork created in the course of the ArtEsteem program. It shall be the responsibility of CSCE to ensure that a completed, signed Enrollment Form for each participant is provided to AHC at the commencement of the ArtEsteem program.
  
- 10. CSCE understands and agrees that, in the event CSCE fails to provide to AHC a completed, signed Enrollment Form for any ArtEsteem program participant, CSCE will fully indemnify and hold harmless AHC, its officers, directors, employees, volunteers, and all other persons acting on its behalf, in connection with any and all claims, causes of action, liability, damages, loss, and expenses, including attorneys’ fees and court costs, whether based upon theories of strict liability or negligence, gross or otherwise, arising out of that participant’s involvement in any AHC activity conducted on CSCE premises.
  
- 11. AHC and CSCE shall not offer employment to/solicit employment from the staff of either organization. Any such solicitation or indication of business relations between employees of AHC and administration of CSCE and/or employees of CSCE and administration of AHC is a conflict of interest and could jeopardize the partnership of these organizations.

This Letter of Agreement is entered into for the 2023/2024 school year and is subject to review by the parties. Any modifications to this agreement will be addressed at the time of review and subject to the parties’ written agreement. This agreement cannot be arbitrarily withheld by any one of the parties.

\_\_\_\_\_  
Phillip Gedeon, Principal  
Community School for Creative Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phyllis Hall, Associate Director  
Attitudinal Healing Connection, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amana Harris, Executive Director  
Attitudinal Healing Connection, Inc.

\_\_\_\_\_  
Date

# Coversheet

## BrightBee Services Agreement

**Section:** VI. Governance  
**Item:** C. BrightBee Services Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CSCE + BrightBee Services Agreement 3\_6.pdf

## BRIGHTBEE SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”) by and between BrightBee LLC, a Delaware Limited Liability Company (“**BrightBee**”) and **Community School for Creative Education**, a California not-for-profit organization (“**Customer**”), each a party (“**party**”, “**Party**”) and collectively, the parties (“**parties**”, “**Parties**”).

This Agreement governs Customer’s acquisition of and use of, the BrightBee Solution and related services, as well as BrightBee’s provision of the BrightBee Solution and related services. The parties hereby agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings as set forth in this Section 1.

1.1. “**Customer Authorized Worker**” (hereinafter “**CAW**”) means an employee, contractor, or other agent of the Customer whom the Customer and BrightBee have mutually agreed to provide access to the BrightBee Solution and who may use the BrightBee Solution.

1.2. “**BrightBee Worker**” (hereinafter “**BW**”) means an employee, contractor, or other agent of BrightBee who may provide services to the Customer in the form of Paid Assignments as defined below.

1.3. “**BrightBee Solution**” means BrightBee’s proprietary products and services, including the BrightBee software application.

1.4. “**Customer Materials**” means Customer’s trademarks and logos provided to BrightBee by Customer (if any), and any other materials, data, and similar information, owned or licensed by Customer that are provided by Customer to BrightBee in connection with Customer’s use of the BrightBee solution. For the sake of clarity, Resultant Data shall not be deemed to be Customer Materials.

1.5. “**Documentation**” means the manuals, instructions, documentation and other documents or materials that BrightBee makes generally available to its customers and the specific documentation that BrightBee provides to Customer hereunder.

1.6. “**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (ii) prevent Customer from accessing or using the BrightBee Solution as intended by this Agreement. Harmful Code does not include any means that BrightBee uses to disable access to the BrightBee Solution automatically or with the passage of time (such as a license key).

1.7. “**Intellectual Property Rights**” means all patent, copyright (including in both published and unpublished works, registrations and applications therefor), trade secret and rights in know-how, trademark, business domain names, designs, and other proprietary and intellectual property rights recognized in any jurisdiction worldwide, including moral rights.

1.8. “**Losses**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

1.9. **“Open Source Component”** means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

1.10. **“Paid Assignment”** (hereinafter “PA”) means a service provided by BrightBee upon the Customer’s request to provide a BrightBee Worker to fulfill certain duties, outlined in Customer’s self-provided job description and as defined in Exhibit A of this Agreement in increments of time and at costs to the Customer defined in the Fee Schedule set forth in Exhibit B of this Agreement..

1.11. **“Resultant Data”** means any information, data and other content that is derived by, from or through Customer’s or a CAW’s or BW’s access or use of the BrightBee Solution, including but not limited to, data and information regarding the provision, use and performance of various aspects of the BrightBee Solution and related services.

## 2. **BrightBee Solution.**

2.1. **BrightBee Solution.** Subject to Customer paying any agreed Fees (as defined below) to BrightBee and providing any mutually agreed time, materials and/or services required to be provided by the Customer, BrightBee will provide the BrightBee Solution to Customer and specifically designated CAWs during the Term (as defined below) and Customer and CAWs may use the BrightBee Solution in accordance with the terms and conditions set forth in this Agreement and the online Terms of Service at [www.brightbee.org/terms](http://www.brightbee.org/terms) . Additionally, Customer is provided access to the BrightBee Solution for on-demand requests, (allowing Customer and it's authorized users to post requests for Customer Authorized Workers and BrightBee Workers on the BrightBee Solution) and to track and manage request status; and allowing Customer to view additional information about BrightBee Workers (i.e., a BrightBee Worker Profile). Customer is provided access to the Pool of BrightBee Workers (the “BrightBee Worker Pool”).

2.2. **Paid Assignments.** In connection with Customer’s use of the BrightBee Solution, Customer may purchase PAs under this Agreement by using the BrightBee Solution or another method mutually agreed by the parties. PAs shall be subject to the following terms.

- a. **Use of contractors.** The parties mutually acknowledge that BrightBee may use third-party contractors, both individual worker contractors and partner organization contractors, to fulfill PAs.
- b. **Required clearances, credentials, and certifications for BrightBee Workers.** BrightBee agrees that any BW fulfilling any PA for the Customer under this Agreement will have completed all clearances required by applicable state and federal laws to perform the duties defined in Exhibit A. BrightBee further agrees that any BW fulfilling any PA for the Customer under this Agreement will meet any and all credential or certification requirements as defined in applicable state and federal laws to perform the duties defined in Exhibit A. Upon reasonable request of the Customer, BrightBee will provide documentation of said clearances, credentials, and certification for any BWs fulfilling PAs under this Agreement.
- c. **Definition of Services.** Notwithstanding the scope described in Exhibit A of this Agreement, the parties agree that BrightBee’s sole responsibility in fulfilling Paid Assignments is to ensure that a BW meeting the requirements described in this section personally arrives at a Designated Customer Location (hereinafter “DCL”) at the time requested by the Customer and remains at the DCL for the duration of the school day at that location or until otherwise released or dismissed by the Customer. BrightBee agrees that BWs will perform duties as described in Exhibit A in a professional and workman-like manner but makes no warranty related to the quality of the services provided by a BW undertaking a PA. It is the

responsibility of the Customer to furnish the scope of the duties, per a job description, to BWs.

- d. **Exclusive Description of Duties.** The parties agree that no BW shall be required or expected to perform duties not described in Exhibit A. In the event that the Customer requests that a BW perform duties not included in Exhibit A as part of a PA, the parties agree that acceptance of said duties is at the sole discretion of the BW (if the BW is contractor or other non-employee) or BrightBee (if the BW is an employee) and that there shall be no adverse consequences to the BW or to BrightBee should a BW or BrightBee not agree to perform duties not described in Exhibit A. The parties further agree that the Customer shall indemnify and hold harmless both BrightBee and the BW from any claim or adverse action arising from a BW performing duties not described in Exhibit A at Customer's request.
- e. **Professional Learning and Orientation.** Customer may elect to have BWs attend an on-site orientation as part of their onboarding. This Service is optional and if elected will be subject to the Fees detailed in Exhibit B. Customer may also elect to have BrightBee deliver professional learning sessions for CAWs and/or BWs. This Professional Service is also optional and if elected will be subject to the Fees detailed in Exhibit B. Customer may also elect to have BWs attend Professional Learning sessions hosted by the Customer or an agent of the Customer. This is optional and if elected by the Customer, BWs will be paid the same rates as a Paid Assignment as set forth in Exhibit B.
- f. **Verification of hours.** The parties agree that it shall be the responsibility of BrightBee to track the hours of BWs performing PAs and to confirm that the specifications of the PA have been duly met, subject to a verification of said hours provided by the Customer. The parties acknowledge that BrightBee cannot independently verify that a BW was on-site at a DCL without verification from the Customer.
- g. **Non-Solicitation.** From the date of this Agreement until twelve (12) months after the termination of this Agreement (the "Restricted Period"), Customer will not, without BrightBee's prior written consent, directly or indirectly, solicit or encourage BWs to become employees or contractors of the Customer or any of its affiliates, or to cease their working relationship with BW for any other reason. In the event that Customer wishes to recruit a BW to become an employee or contractor of the Customer or any of its affiliates during the Restricted Period, the Customer agrees to pay BrightBee a Permanent Placement Fee for each BW so recruited, as defined in Exhibit B of this Agreement.
- h. **Limitations.** BrightBee provides the Solution as a venue for connecting Customers and BWs. BrightBee does not provide any education training, equipment, curriculum for teaching classes or students for any Customer, nor any other education services to either Customer or BWs. BrightBee does not participate in, and the Services expressly do not include, the relationship or interaction between Customer and BBWs, except to provide a platform for Customers to post requests to fill instructional and operational openings and for BWs to review and accept those requests, and to facilitate and collect payments from Customer to BW for those openings filled through the use of the Solution.
- i. **FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While BrightBee does not anticipate any disclosure of records, Customer/ School District and, as FERPA applies to Customer, Customer hereby agree to the following:
  - i. Customer shall designate Customer's selected BrightBee Worker as an "other school official" under FERPA, who have a "legitimate educational interest" in using and accessing such Educational Records, and Customer hereby represent and warrant that (a) Customer has obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to BrightBee, Users, or otherwise in connection with the Services, and (b) Customer's disclosures described in (i) are not and will not be a violation of FERPA; and



- ii. Customer shall not disclose to BrightBee any information protected by FERPA, and that Customer shall indemnify and hold harmless BrightBee for any disclosures, inadvertent or otherwise, from Customer, Customer's authorized users, administrators, teachers, staff, students, or other persons who have access to such information.
  - j. **Cancellations.** Requests that are filled by BrightBee Worker and canceled fewer than 24 hours prior to the start of the Paid Assignment will be invoiced based on the "Fee Schedule" for "Full Day", "Short Term" per 'Exhibit B', "Paid Assignment Fees" rate.
- 2.3. **Support and Maintenance.** BrightBee will use commercially reasonable efforts to provide reasonable support and maintenance services for the BrightBee Solution.
- 2.4. **Restrictions.** Customer will not, and will ensure that its CAWs do not, except as this Agreement expressly permits: (i) copy, modify or create derivative works or improvements of the BrightBee Solution; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the BrightBee Solution or any part thereof to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the BrightBee Solution, in whole or in part; (iv) bypass or breach any security device or protection used by the BrightBee Solution; (v) input, upload, transmit or otherwise provide to or through the BrightBee Solution, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the BrightBee Solution or BrightBee's provision of products and services to any third party, in whole or in part; (vii) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from any BrightBee Solution, including any copy thereof; (viii) access or use the BrightBee Solution in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law; (ix) access or use the BrightBee Solution for purposes of competitive analysis of the BrightBee Solution, the development, provision or use of a competing software service or product or any other purpose that is to the BrightBee's detriment or commercial disadvantage; (x) otherwise access or use the BrightBee Solution beyond the scope of the authorization granted under this Agreement; or (xi) permit any third party to do any of the foregoing.
- 2.5. **Required clearances, credentials, and certifications for Customer Authorized Workers.** Customer agrees that any CAWs utilizing the BrightBee Solution will have completed all clearances and will hold any credentials or certifications required by applicable state and federal laws to perform duties assigned using the BrightBee Solution. Customer further agrees to indemnify and hold harmless BrightBee from any claim, complaint, fine, or other adverse action related to the clearances, credentials, and certifications of CAWs. Additionally, the parties agree that Customer shall indemnify and hold harmless BrightBee for the performance of duties of Customer's CAW(s).
- 2.6. **Changes.** BrightBee reserves the right, in its sole discretion, to make any changes to the BrightBee Solution that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of the BrightBee Solution to its customers, (b) the competitive strength of or market for the BrightBee Solution, or (c) the BrightBee Solution's cost efficiency or performance; (ii) to comply with applicable laws, rules and regulations; or (iii) to comply with BrightBee's contractual obligations to its contractors or vendors.
- 2.7. **Open Source Components.** The BrightBee Solution may include Open Source Components and any use of the Open Source Components by Customer shall be governed by and subject to the terms and conditions governing such Open Source Components.
- 2.8. **Responsibility for CAWs.** CAWs who register for an account in connection with their use of the BrightBee Solution must provide accurate and complete registration information. Customer is solely responsible for all actions taken by CAWs, the security of CAWs' passwords and any use of CAWs' accounts.



If Customer becomes aware of any unauthorized use of an CAW's password or account, Customer agrees to notify BrightBee immediately.

2.9. Professional Services. In connection with providing the BrightBee Solution to Customer and potentially also PAs, BrightBee and the Customer may agree in a mutually acceptable document that BrightBee will provide training, professional learning, consulting or other professional services (collectively, the "**Professional Services**"). Customer agrees to provide BrightBee with any required Customer Materials needed for BrightBee to perform the Professional Services, and hereby grants BrightBee a royalty-free, non-exclusive, worldwide license to use such Customer Materials for the sole purpose of enabling BrightBee to perform the Professional Services. Except with respect to the Customer Materials, BrightBee retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how; and (ii) anything it delivers to Customer during the course of performing Professional Services.

### 3. **Fees and Payment Terms.**

3.1. Fees and Invoicing. As consideration for BrightBee providing the Customer with access to and usage of the BrightBee Solution as well as any Paid Assignments or other Professional Services, Customer will pay BrightBee the fees set forth in Exhibit B. Customer will: (i) pay all invoices within 30 days after the date of the applicable invoice; and (ii) make all payments hereunder in US dollars.

3.2. Authorization of Fees. Customer and BrightBee acknowledge and agree that any Paid Assignments or Professional Services provided by BrightBee under this Agreement shall be on an as-requested basis by the Customer. The Customer may request Paid Assignments from BrightBee using the BrightBee Solution or any other method mutually agreed by the parties. The Customer may also request Professional Services using an alternate method mutually agreed by the parties. Any and all Paid Assignments and Professional Services under this Agreement will be governed by the Fee Schedule set forth in Exhibit B.

3.3. Taxes. As between Customer and BrightBee, Customer accepts sole responsibility for the payment of any taxes, charges or assessments imposed on Customer, the BrightBee Solution, or the fees to be paid to BrightBee by any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on BrightBee's revenue).

3.4. No Deductions or Setoffs. All amounts payable to BrightBee under this Agreement shall be paid by Customer to BrightBee in full without any setoff, deduction, or withholding for any reason. All Fees paid hereunder are non-refundable except as expressly provided for herein.

### 4. **Term and Termination**

4.1. Term. This Agreement begins on the Effective Date and continues in full force and effect until June 30, 2024 (the "**Term**").

4.2. Termination. Either party may terminate this Agreement in whole or in part, by giving the other party prior written notice of least ten (10) days, if the other party: (i) commits a material breach of any of its obligations under this Agreement, which breach is not cured within 30 days following receipt of written notice, or the parties agree (acting reasonably) cannot be cured within 30 days; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency laws; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. In addition, BrightBee may terminate or suspend this

Agreement (in whole or in part (i.e., as to any specific Order Form)) immediately upon written notice to Customer if (a) Customer breaches Section 2.4 or otherwise violates BrightBee's Intellectual Property Rights or (b) Customer fails to pay any portion of the Fees when due.

4.3. Effect of Termination; Survival. When this Agreement terminates or expires: (i) Customer will no longer have the right to use the BrightBee Solution; and (ii) all Fees under this Agreement not yet been paid by Customer as of the date of such termination or expiration will be immediately due and will be paid in accordance with Section 3. Sections 1, 3, 4.3, 5, 6, 8 and 9-11 (together with all other provisions hereof, including, without limitation, all Order Forms, exhibits and other attachments hereto, that may be reasonably interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of this Agreement.

## 5. **Proprietary Material; Data.**

5.1. BrightBee. As between Customer and BrightBee, BrightBee owns and reserves all of its and its licensors' right, title and interest in and to: (i) the BrightBee Solution; (ii) the Documentation; (iii) any and all enhancements, improvements, developments, derivative works or other modifications made to the foregoing; (iv) the Resultant Data (subject to Section 5.4); (v) BrightBee's Confidential Information; and (vi) all Intellectual Property Rights in the foregoing (collectively, the "**BrightBee Intellectual Property**"). Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the BrightBee Intellectual Property is transferred or licensed to Customer. All rights not expressly granted to Customer in this Agreement are reserved by BrightBee and its licensors.

5.2. Customer. As between Customer and BrightBee, Customer owns and reserves all of its and its licensors' right, title and interest to: (i) the Customer Materials; (ii) Customer's Confidential Information; and (iii) all Intellectual Property Rights in the foregoing (collectively, the "**Customer Intellectual Property**"). Subject to the terms of this Agreement, Customer grants to BrightBee a limited, nonexclusive, worldwide, royalty-free, fully paid-up, sublicensable, transferable (in accordance with Section 11.5) license to use, store, adapt, modify, translate, publish, reproduce and distribute the Customer Materials during the Term as necessary for BrightBee to provide the BrightBee Solution, any Deliverables and related services including Professional Services to Customer under this Agreement and as otherwise necessary for BrightBee to perform its obligations or exercise its rights under this Agreement. Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the Customer Intellectual Property is transferred or licensed to BrightBee.

5.3. Feedback. If Customer provides suggestions, feedback or other input to BrightBee concerning the functionality and performance of the BrightBee Solution, including identifying potential errors and improvements (collectively, "**Feedback**"), then Customer hereby grants BrightBee and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to all Feedback and all Intellectual Property Rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, and otherwise exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicensable.

5.4. Resultant Data. Notwithstanding anything to the contrary set forth herein, BrightBee shall have the right to collect and analyze Resultant Data, and BrightBee will be free (during and after the Term hereof) to (i) use such Resultant Data to improve and enhance the BrightBee Solution and for other development, diagnostic and corrective purposes in connection with the BrightBee Solution and other BrightBee offerings; (ii) disclose such data solely in an aggregated and de-identified form in connection with its business (including for marketing purposes); and (iii) disclose such Resultant Data to Customer's funders and/or key stakeholders so long as such Resultant Data is de-identified so as not to identify any individual students.

## 6. **Confidential Information.**

6.1. **Definition of Confidential Information and Obligations.** Each party (the “**Receiving Party**”) acknowledges that by reason of its relationship to the other party (the “**Disclosing Party**”) under this Agreement, the Receiving Party will have access to certain information and materials, including the terms of this Agreement and each Order Form, concerning the Disclosing Party’s business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties (“**Confidential Information**”). The Receiving Party agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the Disclosing Party, except as expressly otherwise provided in this Agreement. The Receiving Party shall treat the Disclosing Party’s Confidential Information in confidence and protect it with the same degree of care as the Receiving Party uses to protect its own confidential or proprietary information, but with no less than reasonable care.

6.2. **Exclusions.** Confidential Information does not include any information that the Receiving Party can demonstrate by written records: (i) was rightfully known to the Receiving Party prior to its disclosure under this Agreement by the Disclosing Party; (ii) is independently developed by the Receiving Party without use of, or reference to, any Confidential Information of the Disclosing Party; (iii) is or becomes publicly known through no wrongful act of the Receiving Party; (iv) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorized to make such disclosure without restriction; (v) has been approved for public release by the Disclosing Party’s prior written authorization; or (vi) must be produced or disclosed pursuant to applicable law, regulation or court order, or upon request by an examiner, auditor or regulator provided that the Receiving Party provides prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In addition, either party may disclose the existence and terms of this Agreement (a) to its auditors, (b) to existing and potential investors who are performing due diligence in connection with a fundraising round, or (c) in connection with a potential acquisition of substantially the entire business, assets and/or equity of such party or a private or public offering of such party’s securities.

6.3. **Return.** Upon the earlier of the Disclosing Party’s request or the termination or expiration of this Agreement and/or Order Form(s), the Receiving Party shall, at the Disclosing Party’s option, promptly return to the Disclosing Party or destroy all Confidential Information including all copies thereof, in whatever medium in its possession or control; and in either event, will certify in writing to the Disclosing Party that such actions have all been completed. Notwithstanding the foregoing, the Receiving Party may retain (i) any Confidential Information required to be retained to comply with applicable laws or regulatory requirements; and (ii) any Confidential Information contained in computer files maintained pursuant to the Receiving Party’s customary archiving or back-up procedures; provided, however, that all such retained Confidential Information shall continue to remain subject to the provisions of this Section 6.

7. **Privacy and Security.** All information collected by BrightBee will be used, stored and processed in accordance with BrightBee’s privacy policy located at <https://www.brightbee.org/privacy/>. BrightBee will maintain industry-standard administrative, technical, and physical safeguards to protect any information and data collected by BrightBee from Customer. BrightBee will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks. Unless Customer receives prior express written authorization from BrightBee, Customer may not process via the BrightBee Solution, or submit to BrightBee, any Customer Materials that include any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act of the United States of America; (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) biometric information, such as fingerprints or voiceprints.

8. **Representations and Warranties.**

8.1. Mutual. Each party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (ii) it will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is subject; and (iii) it has all the necessary rights to grant the rights and licenses hereunder.

8.2. By BrightBee. BrightBee shall use reasonable efforts consistent with prevailing industry standards to maintain the BrightBee Solution in a manner which minimizes errors and interruptions in Customer's use of the BrightBee Solution and shall perform the Professional Services in a professional and workmanlike manner. The BrightBee Solution may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by BrightBee or by third-party providers, or because of other causes beyond BrightBee's reasonable control, but BrightBee shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, BrightBee does not warrant that the BrightBee Solution will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the BrightBee Solution.

8.3. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE BRIGHTBEE SOLUTION, DELIVERABLES AND ANY RELATED SERVICES (INCLUDING ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE BRIGHTBEE SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY BRIGHTBEE WORKER) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, BRIGHTBEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, BEYOND THE VERIFICATION SERVICES BRIGHTBEE PROVIDES, BRIGHTBEE MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF BRIGHTBEE WORKERS. CUSTOMER HEREBY EXPRESSLY RELEASE BRIGHTBEE FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF BRIGHTBEE WORKERS WHILE THEY ARE ENGAGED BY CUSTOMER, ON CUSTOMER'S PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH CUSTOMER ENGAGES WITH THEM.

9. Limitation of Liability. IN NO EVENT WILL BRIGHTBEE OR ANY OF ITS AFFILIATED ORGANIZATIONS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (II) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (III) FOR ANY MATTER BEYOND BRIGHTBEE'S REASONABLE CONTROL; (IV) FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEBSITES THAT ARE ACCESSED VIA, OR INTEGRATED WITH, THE BRIGHTBEE SOLUTION; (V) FOR BACKGROUND VERIFICATION RESPONSIBILITIES THAT ARE LIMITED TO THE SERVICES SPECIFICALLY OUTLINED IN THIS AGREEMENT INCLUDING THE ACCURACY OF THE RESULTS THAT WE RECEIVE FROM A THIRD PARTY (I.E., THE DOJ AND FBI) AND ALTHOUGH BRIGHTBEE SUBJECTS BRIGHTBEE WORKERS TO BACKGROUND VERIFICATION, BRIGHTBEE EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE BACKGROUND CHECKS PERFORMED BY ANY THIRD PARTY PROVIDER. CUSTOMER AGREES TO INDEMNIFY BRIGHTBEE AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTIONS, SUITS, LIABILITIES, COSTS, DEBTS AND SUMS OF MONEY, CLAIMS AND DEMANDS WHATSOEVER (INCLUDING CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR STRICT LIABILITY) AND ANY AND ALL RELATED ATTORNEYS'

FEES, COURT COSTS AND OTHER EXPENSES RESULTING FROM THIRD PARTY INVESTIGATION OF A BRIGHTBEE WORKER'S BACKGROUND AND BACKGROUND VERIFICATION IN CONNECTION WITH THEIR SERVICE AS AN EDUCATOR IN CUSTOMER'S SCHOOL DISTRICT. ; OR (VI) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO BRIGHTBEE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE FIRST CLAIM, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 10. **Indemnity.**

10.1. **BrightBee Indemnification.** BrightBee shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, and agents (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "**Action**") by a third party to the extent that such Losses arise from any: (i) allegation in such Action that Customer's use of the BrightBee Solution (excluding Customer Materials and Open Source Components) in compliance with this Agreement infringes a U.S. Intellectual Property Right; or (ii) gross negligence or willful misconduct by BrightBee in connection with this Agreement. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (a) access to or use of the BrightBee Solution not in accordance with this Agreement; (b) modification of BrightBee Solution other than by BrightBee; (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BrightBee; (d) portion or component of the BrightBee Solution made in whole or in part in accordance with Customer specifications; (e) any combination of the BrightBee Solution with other products, processes or materials, unless the claim would have arisen irrespective of such combination; or (f) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BrightBee; (g) and the use of BrightBee Workers.

10.2. **Customer Indemnification.** To the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless BrightBee and each of its officers, directors, employees, and agents (each, a "**BrightBee Indemnitee**") from and against any and all Losses incurred by such BrightBee Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of or relates to any: (i) Customer Materials and (ii) gross negligence or willful misconduct by Customer or any Authorized User in connection with this Agreement.

10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 10.1 or 10.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10.3 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

10.4. **Mitigation.** If the BrightBee Solution, or any component thereof, is, or in BrightBee's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right then, BrightBee may, at its option and expense: (i) obtain the right for Customer to continue to use the BrightBee Solution materially as contemplated by this Agreement; (ii) modify or replace the BrightBee Solution, in whole or in part, to seek to make the BrightBee Solution (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute BrightBee Solution, as applicable, under this Agreement; or (iii) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the BrightBee Solution, and



provide to Customer a prorated refund of any Fees pre-paid by Customer as of such termination for the post-termination period.

10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BRIGHTBEE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED ACTIONS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE BRIGHTBEE SOLUTION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

11. **Miscellaneous.**

11.1. Governing Law, Jurisdiction. This Agreement and all rights and obligations of the parties will be exclusively governed by, and construed and interpreted in accordance with the laws of the State of California (without regard to conflict of law principles). Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state courts sitting in the County of Alameda, California, and any appellate court of such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under this Agreement or in any way relating to this Agreement. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

11.2. Entire Agreement. This Agreement, together with all Order Forms, which are incorporated into and made a part of this Agreement, contain the entire understanding of the parties relating its subject matter and supersedes any prior written or oral agreement or understandings between the parties with respect to its subject matter of this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.3. Publicity. Provided that BrightBee complies with Customer's brand guidelines as advised from time to time: (i) BrightBee shall have the right to list Customer as a customer in written, oral and electronic materials which include the names of BrightBee's customers; and (ii) provide Customer as a customer reference for BrightBee. Except as expressly permitted in this Agreement, BrightBee shall not use any trademark, service mark, trade name, or other name or logo of Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement without the prior written consent of Customer.

11.4. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws. The parties will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

11.5. Assignment. Neither party is allowed to assign or transfer any of its rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, upon written notice to the other party but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of the party's equity or assets..

11.6. Force Majeure. Except with respect to obligations to make payments under this Agreement, neither party shall be deemed in default under this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural

disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

11.7. Relationship of the Parties. BrightBee is an independent contractor of Customer. This Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Neither party has the authority to bind the other or create any legal obligation or responsibility for the other without the other party's prior written consent. The inclusion of portions of this Agreement in BrightBee's arrangements with its consultants or subcontractors shall not create a contractual relationship between a consultant or subcontractor of BrightBee and Customer.

11.8. Notice. Any legal notice, request, demand or other communication required or permitted under this Agreement should be in writing, should reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the address(es) set forth in the opening paragraph of this Agreement, unless we notify each other that those addresses have changed.

11.9. Amendments. Alterations or modifications of this Agreement will be valid only if made in writing signed by both parties.

11.10. Waivers. A party's obligations under this Agreement can only be waived in writing signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing.

11.11. Dispute Resolution and Attorney's Fees. As part of this contract, arbitration may be considered as an option for potential dispute resolution. The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

11.12. Required Insurance Coverage. BrightBee shall, at its sole cost and expense, maintain in full force and effect during the Term of the Services insurance coverage from a licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with BrightBee's fulfillment of any of its obligations under this Agreement.

11.13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.14. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.15. Counterparts. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

11.16 Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

**IN WITNESS WHEREOF**, authorized representatives of each of the parties have executed this Agreement, including its Exhibits, as of the Effective Date.

**BrightBee LLC**

**[School District Name]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Michael Lombardo

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

Title: CEO

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

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

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



**BRIGHTBEE SERVICES AGREEMENT**

**EXHIBIT A: PAID ASSIGNMENTS**

**Designated Customer Locations**

The following shall describe the sole and exclusive Designated Customer Locations (“DCLs”) where Paid Assignments (“PAs”) may be requested by the Customer and fulfilled by BrightBee and/or BrightBee Workers (“BWs”). The parties may add or change DCLs only if expressly mutually agreed in writing.

1)2111 International Blvd, Oakland, CA, 94606

**Duties Performed by BrightBee Workers**

Upon accepting a Paid Assignment, a BrightBee Worker shall perform the duties normally performed by and as described by the Position Descriptions attached to this Agreement. The attached Position Description shall represent the sole and exclusive duties to be performed by a BW.

<b>Instructional Roles</b>	<b>Non-Instructional Roles</b>
	Office Support
	Lunch Support
	Field Trip Support/Chaperones
	After School/Extended Day Support

**BRIGHTBEE SERVICES AGREEMENT****EXHIBIT B: FEE SCHEDULE**

In consideration for the Services provided under this Agreement, including but not limited to access to and usage of the BrightBee Solution, Customer agrees to pay the following Fees under the terms laid out in Section 3 of this Agreement.

**Software Access & Usage Fees**

	Cost per User Account	Other Charges
Administrator User Account	\$0	\$0
Worker User Account	\$0	\$0

**Paid Assignment Fees - Instructional**

	Full Day (> 4 hours)	Half Day ( $\leq$ 4 hours)
Short Term ( $\leq$ 20 days)	\$295	\$175
Long Term (> 20 days)	\$320	\$195

**Paid Assignment Fees - Non-Instructional**

	Full Day (> 4 hours)	Half Day ( $\leq$ 4 hours)
Short Term ( $\leq$ 20 days)	\$280	\$160
Long Term (> 20 days)	\$300	\$180

**Training & Professional Learning Fees**

	Full Day (> 4 hours) Professional Learning	Half Day ( $\leq$ 4 hours) Professional Learning
Non-Instructional Workers	\$1000	\$500
Instructional Workers	\$1500	\$750

**Other Fees**

-Permanent placement fee: \$3,500

-On-site Orientation for BrightBee Workers: \$50 per worker per orientation

# Coversheet

## Independent Auditor Selection

**Section:** VI. Governance  
**Item:** D. Independent Auditor Selection  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
3 Year Audit Contract - Community School for Creative Ed Wilkinson Hadley.pdf

**CONTRACT FOR ANNUAL AUDIT  
OF K-12 CHARTER SCHOOLS  
(Three Year Contract)**

**COMMUNITY SCHOOL FOR CREATIVE EDUCATION**

This contract entered into this 15th day of February, 2024, between COMMUNITY SCHOOL FOR CREATIVE EDUCATION of Alameda County, California, hereinafter called the School and Wilkinson Hadley King & Co. LLP hereinafter called the Accountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The School, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of the books and accounts of the School.

Article 2. SCOPE OF AUDIT: The audit shall include all financial information of the School including the student body accounts, and any other funds under the control or jurisdiction of the School.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2023-24 through 2025-26 school years, to wit, the period commencing July 1, 2023, and ending June 30, 2026.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the School.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled *Standards and Procedures for Audits of California Local Educational Agencies* (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the School in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the School authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the School first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence April 20, 2024, or as soon thereafter as the School may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the School not later than December 15 annually. The Accountant will furnish the charter school copies of the audit in sufficient number for distribution to each member of the governing board plus 10 copies for the School's chief administrative officer and shall mail one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The School agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

	<b>SCHOOL AUDIT</b>	<b>INFORMATION RETURNS</b>	<b>TOTAL FEES</b>
<b>2023-24</b>	\$10,500	\$1,500	\$12,000
<b>2024-25</b>	\$11,000	\$1,500	\$12,500
<b>2025-26</b>	\$11,500	\$1,500	\$13,000

The school audit fees include a single audit fee of \$3,500. If the school has less than \$750,000 in federal expenditures the fee will be waived.

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

<u>Classification</u>	<u>Rate</u>
Senior Partner	\$ 250
Partner	\$ 250
Senior Manager	\$ 225
Manager	\$ 195
Senior Accountant	\$ 165
Staff Accountant	\$ 120
Clerical	\$ 65

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the School on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The School hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the School, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null and void if the audit firm or individual is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the School, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the School.

Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 15. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the School to do so.

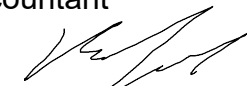
IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Wilkinson Hadley King & Co. LLP

COMMUNITY SCHOOL FOR CREATIVE EDUCATION

of Alameda County, California

Accountant

By  \_\_\_\_\_  
Kevin Sproul, Partner

By \_\_\_\_\_

Dated: February 15, 2024

Approved by the Governing Board

On \_\_\_\_\_

# Coversheet

## Head of School Stipend Recommendation

**Section:** VI. Governance  
**Item:** F. Head of School Stipend Recommendation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Head of School Stipend Recommendation.docx.pdf





March 8, 2024

## Head of School Stipend Recommendation

Stipend Purpose: This stipend is being proposed for duties performed related to the orchestration and programmatic services rendered in accordance to the CCSPP grant between October 2023-January 2024, after the resignation of Seneca's assigned UE coach.

Consultant Fee Reduction from Seneca due to the UE Coach resignation: \$29,338

Stipend Amount Recommendation: \$20,000 – *Amount is lower than the total of the fee reduction as there are salary related taxes and STRS contributions that will be tied to the stipend payment.*

The UE coach duties are tied to the CCSPP grant and were budgeted to be expensed this fiscal year. Duties included:

- Managing the implementation of an effective student referral process for the identification of at-risk students in Tier 1.
- Train new lead consultant on how to facilitate the coordination of the Coordination of Student Success Team (COST).
- Hire, monitor and coach 2 new COST Instructional Aide consultants overseeing providing services to students.
- Support 3 consultants in drafting their reading group schedules to support increasing student reading levels.
- Monitor and support the lead consultant in the implementation of systems to track/record data.
- Serve as the primary point person for families and communication to families within the COST program.
- Work collaboratively and model for the Dean of Student Culture in supporting the implementation of PBIS, Waldorf and trauma informed practices.
- Manage and lead the development, in partnership with the newly hired consultant, of a seamless system of support services for students and families.
- Develop, manage, and sustain partnerships with city, county and non-profit agencies to provide support and opportunities to students and families that meet their identified needs.
- Act as the point person for agencies and programs interested in partnership with CSCE and help to broker new partnerships health, family, and community support.
- Coordinate and facilitate regular meetings with lead coordinator and instructional aides as needed.

# Coversheet

## Director of Finance and Operations Stipend Recommendation

**Section:** VI. Governance  
**Item:** G. Director of Finance and Operations Stipend Recommendation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Director of Finance and Operations - Tech Stipend.pdf



March 8, 2024

## Director of Finance & Operations Stipend Recommendation

Stipend Purpose: This stipend is being proposed for technology coordination duties performed throughout the 23-24 school year. This was a budgeted position that was not filled.

Stipend Amount Recommendation: \$10,000 (budget amount for 23/24 is \$16,000)

Recommended Payment Schedule: \$6,000 now for services rendered through February 2024 and \$1,000 on the 25th of each month thereafter for services rendered, throughout the remainder of the fiscal year.

Duties include:

- Monitor and replenish tech inventory on a monthly basis
- Provide staff assistance with chromebook troubleshooting
- Facilitate all student technology distribution
- Facilitate and coordinate the repair of devices
- Coordinate tech orders with vendors
- Wipe all old chromebook software on current devices and update with google chrome OS
- Set up all technology for distribution to staff and students
- Serve as point of contact for Oakland Undivided technology partnership
- Secure licensing and enroll all chromebooks for CSCE admin monitoring
- Coordinate return of loaned devices at the end of the school year