



Contra Costa School of Performing Arts

Regular Board Meeting

Date and Time

Tuesday May 23, 2023 at 5:30 PM PDT

Location

Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A.	Call the Meeting to Order	Heather Vega	
B.	Record Attendance	Heather Vega	
C.	Establishment of Quorum	Heather Vega	
D.	Agenda Review and Adoption	Vote Heather Vega	5 m
	The Board will review the agenda and adopt as presented or take action to change the order of items.		
II. PUBLIC COMMENTS			5:35 PM
The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker’s card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.			
Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.			
A.	Items on the Agenda	Heather Vega	10 m
B.	Items not on the Agenda	Heather Vega	10 m
III. CONSENT AGENDA			5:55 PM
Items listed under consent agenda are considered routine and will be approved/adopted in one single motion. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request by any member of the Board and acted upon separately.			

	Purpose	Presenter	Time
A. Approve Meeting Minutes	Approve Minutes	Heather Vega	5 m
<p>The Board will consider the approval of the minutes from the Regular Board of Directors meeting held on April 25, 2023.</p> <p>Approve minutes for Regular Board Meeting on April 25, 2023</p>			
B. Approve Meeting Minutes - Special Meeting May 2, 2023	Approve Minutes	Heather Vega	5 m
<p>The Board will consider the approval of the minutes from the Special Board of Directors meeting held on May 2, 2023.</p>			
C. Board Policies	Vote	Brandy Byers	5 m
<p>The Board will review and consider for approval the Board Policies attached: BP 27, BP 29 - BP 35, and BP 39.</p>			
IV. COMMITTEES			6:10 PM
<p>The Board will hear reports from its committees.</p>			
A. Finance Committee	FYI	Charles Hill	5 m
<p>The Board will hear a report from this committee.</p>			
V. FISCAL REPORTS			6:15 PM
A. Monthly Financial Report	Discuss	EdTec Client Managers	15 m
<p>The Board will hear a presentation and report from EdTec Client Managers on the monthly financial report, including other important updates.</p>			
VI. ADMINISTRATIVE ITEMS AND ANNOUNCEMENTS			6:30 PM
A. Rental Adjustment for Diablo Ballet	Vote	Brandy Byers	5 m
<p>Board will consider approving a rental adjustment for a summer time rent of the dance studios to \$35/ hour, which includes the studio taking care of the cleaning of the spaces.</p>			
B. Report from Dr. Caprice Young and team	Discuss	Brandy Byers	60 m

	Purpose	Presenter	Time
The Board will hear an update from Dr. Young regarding her review of the school and the recommendations she and/or her team are making.			
C. Consider approvals for services starting July 1, 2023.	Vote	Brandy Byers	15 m
Communication			
Janitorial			
Food			
Landscape			
Technology			

VII. CLOSED SESSION 7:50 PM

The Board will move to Closed Session.

A. Negotiations	Discuss	Brandy Byers	15 m
Per §54956, Board will discuss negotiations with legal counsel.			
B. Public Employee Employment/Discipline/Dismissal Release (§ 54957)	Vote	Brandy Byers	15 m
Board will be updated regarding personnel hired and approve any Public Employee Discipline/Dismissal/Releases.			
C. Liability Claim	FYI	Brandy Byers	15 m
Claimant: Contra Costa School of Performing Arts Agency Claimed Against: GuideOne Insurance			

VIII. RECONVENE TO OPEN SESSION 8:35 PM

A. Report Out	FYI	Heather Vega	3 m
The Board will report out on actions taken in Closed Session, if any.			

IX. Closing Items 8:38 PM

A. Adjourn Meeting		Heather Vega	1 m
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Coversheet

Approve Meeting Minutes

Section: III. CONSENT AGENDA
Item: A. Approve Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on April 25, 2023



Contra Costa School of Performing Arts

Minutes

Regular Board Meeting

Date and Time

Tuesday April 25, 2023 at 5:30 PM

Location

Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

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Directors Present

C. Hill, D. Wendt, F. Bani-Taba, H. Vega, L. McPhatter-Harris

Directors Absent

A. Mbonisi

Directors who arrived after the meeting opened

F. Bani-Taba

Ex Officio Members Present

B. Byers

Non Voting Members Present

B. Byers

Guests Present

B. Fleming (remote), J. Flaner, K. Aozasa (remote)

I. Opening Items

A. Call the Meeting to Order

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Apr 25, 2023 at 5:45 PM.

B. Record Attendance

Attendance recorded.

C. Establishment of Quorum

Quorum established.

D. Agenda Review and Adoption

D. Wendt made a motion to adopt the agenda as presented.

L. McPhatter-Harris seconded the motion.

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

II. PUBLIC COMMENTS

A. Items on the Agenda

No public comments.

B.

Items not on the Agenda

No public comments.

III. CONSENT AGENDA

A. Approve Meeting Minutes - Regular Meeting, March 28, 2023

D. Wendt made a motion to approve the minutes from Regular Board Meeting on 03-28-23.

L. McPhatter-Harris seconded the motion.

Approved under the Consent Agenda. Heather Vega abstained from the vote.

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

IV. ADMINISTRATIVE ITEMS AND ANNOUNCEMENTS

A. School Year Calendar

D. Wendt made a motion to to approve the school year calendar for 23-24.

L. McPhatter-Harris seconded the motion.

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

B. Executive Director Report

The Board heard a presentation from Dr. Byers with updates on school operations and other pertinent school business.

Dr. Byers invited Allysha Angeles, an English teacher at SPA, to address the Board on the work she and her newly formed team of teachers is doing to embrace and implement Project Based Learning (PBL) with the 2023-24 School Year.

F. Bani-Taba arrived at 5:51 PM.

V. FISCAL REPORTS

A. Monthly Financial Report

The EdTec managers provided the Board with a monthly financial report and other important local and state updates.

VI. CLOSED SESSION

A. Negotiations

The Board entered into Closed Session.

B. Public Employee Evaluation

The Board entered into Closed Session.

C. Public Employee Discipline/Dismissal Release §54957

The Board entered into Closed Session.

VII. RECONVENE TO OPEN SESSION

A. Report Out

The Board reconvened to Open Session. The Board chair announced that no action was taken in closed session.

VIII. PARTNERSHIP PROPOSALS

A. Review and approve partnership and support proposals

The Board tabled this item to a future meeting.

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 8:51 PM.

Respectfully Submitted,
H. Vega

Coversheet

Approve Meeting Minutes - Special Meeting May 2, 2023

Section: III. CONSENT AGENDA
Item: B. Approve Meeting Minutes - Special Meeting May 2, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Meeting on May 2, 2023



Contra Costa School of Performing Arts

Minutes

Special Meeting

Date and Time

Tuesday May 2, 2023 at 8:00 AM

Location

2730 Mitchell Dr.
Walnut Creek, CA 94598
Conference Room

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

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*Adding a zoom location per Board Member, Charles Hill, who is citing 'just cause' per AB 2449 to attend the meeting via zoom.

Join Zoom Meeting <https://us06web.zoom.us/j/86272753393>

Meeting ID: 862 7275 3393

Directors Present

A. Mbonisi, C. Hill (remote), D. Wendt, F. Bani-Taba, H. Vega, L. McPhatter-Harris

Directors Absent

None

Ex Officio Members Present

B. Byers

Non Voting Members Present

B. Byers

I. Opening Items

A. Call the Meeting to Order

Called to order at 8:03 a.m by Heather

B. Record Attendance

H. Vega made a motion to Vote for Charles Hill to attend via zoom for 'just cause'.

D. Wendt seconded the motion.

Charles announced that no one over the age of 18 is with him in the room and he has posted the agenda.

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

C. Establishment of Quorum

Established.

D. Agenda Review and Adoption

D. Wendt made a motion to Add a vote to allow Charles to attend.

F. Bani-Taba seconded the motion.

Add a vote to allow Charles to attend.

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

II. PUBLIC COMMENTS

A. Items on the Agenda

None.

B. Items not on the Agenda

None.

III. PARTNERSHIP PROPOSALS

A. Review and approve partnership and support proposals

D. Wendt made a motion to empower finance committee to make the decision no later than thursday.

L. McPhatter-Harris seconded the motion.

Charles Hill abstained.

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

B. Consultant

L. McPhatter-Harris made a motion to Work with bond consultant Dr. Caprice Young.

D. Wendt seconded the motion.

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

IV. 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 8:53 AM.

Respectfully Submitted,

H. Vega

Coversheet

Board Policies

Section: III. CONSENT AGENDA

Item: C. Board Policies

Purpose: Vote

Submitted by:

Related Material:

BP29_Immigration_Enforcement_Related_to_Detention_or_Deportation_Final.pdf

BP39_School_Emergency_Plans_Final.pdf

BP27_Foster_Youth_Final.pdf

BP33_Dissolution_of_the_School_Final.pdf

BP35_Conflicts_of_Interest_Code_Calif.Corp_Final.pdf

BP34_Conflicts_of_Interest_Policy_Final.pdf

BP32_Public_Records_Request_Policy_Final.pdf

BP31_Educational_Records_and_Student_Information_Final.pdf

BP30_Suspension_and_Expulsion_Policy.pdf



Policy Number: 29

Policy Type: Student

Policy Name: Immigration Enforcement Policy Related to the Detention or Deportation of a Student's Family Member

Approved:

**Immigration Enforcement Policy Related to
the Detention or Deportation of a Student's Family Member**

Responding to the Detention or Deportation of a Student's Family Member

The Charter School shall encourage families and students to be prepared in the event that a family member is detained or deported. The Charter School shall encourage families and students to:

- Know their emergency phone numbers;
- Know where to find important documentation such as birth certificates, passports, Social Security Cards, doctors' contact information, medication lists, and lists of allergies.

The Charter School shall permit students and families to update a student's emergency contact information as needed throughout the school year and to provide alternative contacts if not parent or guardian is available.

- The Charter School shall ensure that families may include the contact information of a trusted adult guardian as a secondary emergency contact in the event a student's parent or guardian is ever detained.
- The Charter School shall communicate to families that the information provided on the emergency cards will only be used to respond to emergency situations – and will never be used for any other purpose.

The student's emergency card contact information is the information that shall be used in the event a student's parent or guardian is detained or deported and the student must be released to an adult designated on that card. Alternately, the Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student. The Charter School shall only contact Child Protective Services if school staff are unable to arrange for timely care through the methods outlined above or other instructions given by the parent or guardian.

BOARD POLICY #29 – RESPONDING TO DETENTION OR DEPORTATION POLICY

Page 1 of 2

Any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes should be reported to the Bureau of Children’s Justice in the California Department of Justice at BCJ@doj.ca.gov



Policy Number: 39

Policy Type: School Safety

Policy Name: Emergency Plans

Approved:

EMERGENCY PLANS

Disaster Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Teacher Will:

1. Give “duck, cover and hold” instructions in event of earthquake.
2. Evacuate building in case of fire or after an earthquake
 - Take emergency folder and duffel bag and evacuate students to assigned area.
 - Take first aid kit and duffel bag only when evacuating after an earthquake.
 - Hold students in assigned yard area, take role, and wait for further instructions from authorized school or emergency personnel.
 - Remain with class and report anyone who is missing.
 - Take appropriate first aid action.
 - Refrain from re-entering buildings until deemed safe.

3. Dismiss students to go home only to parent or responsible adult designated on child's emergency release form. Child must be signed out by parent or a responsible adult.

Assigned School Director Will:

1. In the event of a fire, shut off gas, electricity and water (in that order).
2. In the event of an earthquake, if gas is smelled, turn off gas; if there is an electrical problem, turn off electricity; if there are water leaks, turn off water.
3. Inspect buildings for damage.
4. Report to principal for further instructions.
5. Set up and coordinate a first aid center.

Assigned School Director Will:

1. Assign available adults to tasks as needed.
2. Decide if evacuation to a designated shelter is necessary.

School Secretary Will:

1. If telephones are operable:
 - Notify the police department and/or fire department.
 - Monitor incoming phone calls.
2. Maintain communication with staff and outside agencies.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

Dismissal

Should there be a major earthquake, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.

2. Inform teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with child back to Student Release Tables just outside the school entrance to sign a Student Release form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is when someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center where the Volunteer coordinator will give you an assignment. Volunteers should leave children with their classes and not sign student release form until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Food and Water

In the event that children would need to remain on campus for several hours after any sort of a disaster, there will be a supply of fresh water and limited food, in the school earthquake kit.

Fire Drills and Evacuation

In the case of fire at the school, the school will be immediately evacuated according to the floor plan set forth at the beginning of each school year. Teachers are required to keep a student roster with them at all times, checking attendance immediately after evacuation. Fire drills will be conducted at least once per year with the evacuation of the local fire department.

Bomb Threats

In the case of a bomb threat at the school, the school will be immediately evacuated according to the fire evacuation plan, appropriate emergency personnel will be summoned. Students and teachers will not re-enter the building until it has been deemed safe by emergency personnel.



Policy Number: 27

Policy Type: Student

Policy Name: Foster Youth Policy

Approved:

Foster Youth Policy

The Governing Board of **Charthouse Public Schools dba Contra Costa School of Performing Arts** (the “Charter School”) desires to ensure that foster children are provided equal access to the same free, appropriate public education provided to other children and youth. Foster students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Foster students will not be stigmatized or segregated in a separate school or program based on the student’s status as foster youth.

I. **Definitions**

- **Foster child/student/youth** means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition filed under W&I sections 300 or 602, or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.
- The Charter School is the **school of origin** when the student attended the Charter School when permanently housed or was last admitted at the initial detention or placement or subsequent change in placement of a foster child. If the school the foster child attended when permanently housed is different from the school in which the foster child was last admitted, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

II. **Foster Child Liaison**

The School’s foster child liaison is: Lisa Kingsbury, lisa.kingsbury@cocospa.org. The School’s foster child liaison is required to do all of the following:

- Ensure and facilitate the proper educational placement, admission in school and checkout from school of foster children.

- Assist foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.
- The foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be admitted in a public school that pupils living in the attendance area in which the foster child resides are eligible to attend.
- Before making a recommendation to move a foster child from his or her school of origin, the foster liaison shall provide the foster child and the person holding the right to make educational decisions for the foster child with a written explanation stating the basis for the recommendation and how the recommendation serves the foster child's best interest.
- If the foster child liaison, in consultation with the foster child and the person holding the right to make educational decisions for the foster child, agrees that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be admitted in the new school.

III. Admission

All foster students are required to follow the school's process for admitting students, including filling out and submitting the school's admissions packet on time. As with all students, admission depends upon availability. In the event of an oversubscription in a grade, foster students will participate in the lottery as with any other student.

If the foster child seeking admission has outstanding fees, fines, textbooks or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for admission, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation or school uniforms, this will not serve as a basis for non-admission. Within two days of admission of the foster child, the foster child liaison will contact the school last attended by the foster child to obtain all academic and other records.

If a dispute arises regarding the request of a foster child to remain in **Contra Costa School of Performing Arts** as the school of origin, the foster child has the right to remain in **Contra Costa School of Performing Arts** pending resolution of the dispute. The dispute shall be resolved in accordance with the Uniform Complaint Procedures adopted by the School.

Admission in **Contra Costa School of Performing Arts** as the school of origin will be allowed, unless a determination is made that it is not in the best interest of the foster child to attend Contra Costa School of Performing Arts. Best interest factors include, but are not limited to,

appropriateness of the current educational setting and proximity to the school in which the child is admitted at the time of placement.

IV. Former Foster Children

If the jurisdiction of the court is terminated before the end of an academic year, the **Contra Costa School of Performing Arts** shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education as the school of origin through the duration of the academic school year.

If the jurisdiction of the court is terminated while a foster child is in high school, **Contra Costa School of Performing Arts** shall allow the former foster child to continue his or her education in **Contra Costa School of Performing Arts** as the school of origin through graduation.

V. Course Work and Graduation

The Charter School will accept coursework satisfactorily completed by the foster child while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for coursework completed. The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school. The Charter School will not require the foster child to retake a course if the pupil has satisfactorily completed the entire course in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. If the pupil did not complete the entire course, the Charter School shall not require the pupil to retake the portion of the course the pupil completed unless the Charter School, in consultation with the holder of educational rights for the pupil, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the foster youth shall be admitted to the same or equivalent course, if applicable, so that the pupil may continue and complete the entire course.

If the Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the student, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits. The prior local educational agency shall issue appropriate credits and provide all academic or other records to the Charter School within two business days of the request.

A foster student shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to California State University or the University of California.

A foster student who transfers between schools any time after the completion of the student's second year of high school and is in the student's third or fourth year of high school, the School shall exempt from all coursework and other requirements adopted by the School that are in

addition to the statewide coursework requirements specified in Education Code section 51225.3, unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If the School determines that the foster student is reasonably able to complete the School's graduation requirements within the student's fifth year of high school, the School shall do all of the following: 1) Consult with the student and the student's educational rights holder of the student's option to remain in school for a fifth year to complete the School's graduation requirements; 2) Consult with the student and the student's educational rights holder, about how remaining in the School for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution; 3) Consult with and provide information to the student about transfer opportunities available through the California Community Colleges; 4) Permit the student to stay in school for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or if under 18 years of age, with the person holding the right to make educational decisions for the student; 5) Consult with a student in foster care regarding the student's option to remain in the student's school of origin.

To determine whether a foster student is in the third or fourth year of high school, the number of credits the pupil has earned to the date of transfer, the length of the student's school admission, or, for students with significant gaps in school attendance, the student's age as compared to the average age in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption.

Within 30 calendar days of the date that a foster student may qualify for the exemption from local graduation requirements transfers into a school, the School shall notify the student, the educational rights holder, and the School's liaison for foster children and youth of the availability of the exemption and whether the student qualifies for an exemption. If the School fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer in foster care, if the student otherwise qualifies for the exemption.

A foster student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the school, the School shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

If a foster student is exempted from local graduation requirements pursuant to Education Code section 51225.1, the School shall, in addition to providing the notification identified above, consult with the student and the student's education rights holder regarding the following:

- Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution;
- Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges;
- Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

If a foster student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at the School shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of high education, regardless of whether those courses are required for statewide graduation requirements.

If a foster student is not exempted from local graduation requirements or has previously declined the exemption, the School shall exempt the student within 30 days of the exemption request if an exemption is requested by the student or student's educational rights holder and the student qualifies for the exemption. EC 51225.1(h) If a foster student was eligible for an exemption and was not properly notified of the availability of the exemption or declined the exemption, the Charter School shall exempt the student within 30 days of the date of the exemption request, if an exemption is requested by the student or student's educational rights holder and the student at one time qualified for the exemption, even if the student is no longer considered a "foster student."

If a foster student is exempted from local graduation requirements, the School shall not revoke the exemption.

If a foster student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer a foster student while the student is admitted to the School or if a foster student who is exempt from local graduation requirements transfers to the School from another school.

The School shall not require or request a foster student to transfer schools in order to qualify the student for an exemption.

A complaint for noncompliance with this section may be filed with the School under the School's Uniform Complaint Procedures.

If the Charter School determines that a foster student who transfers between schools any time after the completion of the student's second year of high school is not reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Charter School shall exempt that student from the Charter School's graduation

requirements and provide the student the option to remain in the school for a fifth year to complete the statewide coursework requirements. The Charter School shall consult with the student and the student's educational rights holder regarding all of the following:

- The student's option to remain in school for a fifth year to complete the statewide standards;
- How waiving the Charter School's requirements and remaining school for a fifth year may affect the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education;
- Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges;
- The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a student is not eligible for an exemption in the year in which the student transfers between schools because the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall nonetheless reevaluate eligibility and provide written notice to the student and student's educational rights holder and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption within the first 30 calendar days of the following academic year, based on the course completion status of the student at the time of reevaluation to determine if the student continues to be reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If it is determined within the first 30 calendar days of the following academic year, that given their course completion status at the time the reevaluation was conducted that the student is not reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall provide the student with the option to receive an exemption from all coursework and other requirements that are in addition to the statewide coursework requirements or to stay in school for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, or the student's educational rights holder and provide notification of the availability of these options.

The decision whether to accept an exemption from the Charter School's graduation requirements is in the sole discretion of the student (if over 18) or the student's educational rights holder based on the student's best educational interests.

VI. Transportation

If the foster student requires transportation to continue to attend the Charter School as the school of origin, the Charter School will ensure that the foster child receives transportation in a cost-effective manner.

VII. Records

A foster family agency with jurisdiction over a currently admitted or former pupil, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family (as defined below), may access the current or most recent records of grades, transcripts, attendance, discipline and online communication on platforms established by schools for pupils and parents, and any individualized education programs (IEPs) that may have been developed, or any plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 of a currently admitted or former foster pupil.

A foster family agency, short-term residential treatment program, or caregiver may review and receive pupil records pursuant to subdivision (a) for purposes of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by Section 16010 of the Welfare and Institutions Code, and ensuring the pupil has access to educational services, supports, and activities. These purposes include, but are not limited to, admitting the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and admitting the pupil in extracurricular activities, tutoring, and other afterschool and summer enrichment programs.

A "resource family" means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria necessary for providing care for a child placed by a public or private placement agency by court order, or voluntarily placed by a parent or guardian.



Policy Number: 33

Policy Type: Board Governance

Policy Name: Dissolution of the School

Approved:

Dissolution of the School

School Closure: If the School's charter is revoked, not renewed or the School's governing board passes a resolution closing the charter school, the following closure procedures will be implemented.

Designated Entity to Conduct Closure Activities: The **ChartHouse Public Schools** will be the entity responsible for conducting closure-related activities.

Closure Notice: **ChartHouse Public Schools** shall send a notice to the following entities/individuals:

- Parents/guardians of charter school pupils
- The entity that granted the charter
- The county office of education
- The special education local plan area in which the school participates
- The retirement systems in which the school's employees participate (e.g., PERS, STRS, federal social security)
- California Department of Education

The notice to the above entities will contain the following information:

- The effective date of the school closure
- The name(s) of and contact information for persons to whom reasonable inquiries may be made regarding the closure



- The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

Other Closure Activities:

- The School will provide a list of pupils in each grade level and the classes they have completed, together with information on the pupil's district of residence, to **ChartHouse Public Schools**.
- The School will transfer and maintain all pupil records, all state assessment results and any special education records to the custody of **ChartHouse Public Schools**, except for records and/or assessment results that the charter may require to be transferred to a different entity.
- The School will transfer and **ChartHouse Public Schools** will maintain personnel records in accordance with applicable law.
- **ChartHouse Public Schools** will ensure the completion of an independent final audit within six months after the closure of the School. This audit may function as the annual audit required by the Charter Schools Act. The audit must include, at a minimum, the following:
 - An accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value;
 - An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation;
 - An assessment of the disposition of any restricted funds received by or due to the charter school.
- **ChartHouse Public Schools** shall dispose of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed, including but not limited to, the following:
 - The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any



required Final Expenditure Reports and Final Performance Reports;

- The return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.
- **ChartHouse Public Schools** will complete and file any annual reports required by Education Code section 47604.33.

Paying for Closure Activities: **ChartHouse Public Schools** will pay for the closure activities with any left over funding such as that from the reserve account.

Dissolution: If the School's charter is revoked or not renewed and the School(s) closes, the Board may elect voluntarily to wind up and dissolve **ChartHouse Public Schools** by passing a resolution approved by a majority of the Board. The Board shall continue to act as a board and shall have full powers to wind up and settle its affairs, both before and after filing the Certificate of Dissolution. **ChartHouse Public Schools** shall cease to conduct its activities except to the extent necessary to wind up, and except during such period as the Board deems necessary to preserve the **ChartHouse Public Schools's** goodwill or going concern value pending a sale or disposition of its assets, or both, in whole or part.

Certificate of Dissolution: After the Board approves the resolution to wind up and dissolve the **ChartHouse Public Schools**, the Board shall file with the Secretary of State a certificate evidencing that election and a copy shall be filed with the Attorney General.

Notice of Dissolution: Once the Board has passed the resolution to wind up and dissolve, it shall provide written notice of the winding up to all known creditors and claimants whose addresses appear on the records of the **ChartHouse Public Schools** and to the Attorney General.



Policy Number: 35

Policy Type: Board Governance

Policy Name: CONFLICTS OF INTEREST CODE PURSUANT TO CALIFORNIA CORPORATIONS CODE

Approved:

CONFLICTS OF INTEREST CODE PURSUANT TO CALIFORNIA CORPORATIONS CODE

Adoption

The Board of Directors of Charter School (“Board”) hereby adopts this Conflict of Interest Code (the “Code”), which shall apply to all governing board members, candidates for members of the board and all other designated employees of the Charter School.

Designated Employees and Common Directors

“Designated Employees” are those directors, officers and/or employees of Charter School with significant powers delegated to them by the Board, who have a direct or indirect material Financial Interest in a contract or transaction presented for authorization, approval or ratification to the Board, or a committee thereof. **[Note: Technically, the Corporations Code only applies to directors, not employees. It is best practice, however, to include officers and employees in the conflict of interest policy.]**

“Common Directors” are those Directors that sit on the Board of Directors and the board of directors of another corporation with which Charter School is considering entering a contract or transaction.

“Financial Interests” are when directors, officers and/or employees, or their family members, are compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director. A director, officer and/or employee also has a Financial Interest if the person has, directly or indirectly, through business, investment or family: 1) an ownership or investment interest in any entity with which the organization has a transaction or arrangement; 2) a compensation agreement with any entity or individual with which the School has a transaction or arrangement; or 3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Designated Employee Disclosure

Any Designated Employee shall make a good faith, full disclosure of the material facts relating to the transaction and that person’s material financial interest in the transaction prior to the



acceptance of the potential contract or transaction. The disclosure must be reflected in the minutes of the meeting of the Board of Directors or a Committee thereof. Such disclosure shall include any known material facts concerning the transaction and the designated employee's interest in the transaction.

Designated Employee Transactions/Contracts

Board Vote

Once the Board has knowledge of the material facts as disclosed by the Designated Employee, the Board may authorize the contract or transaction in good faith by a majority vote sufficient for that purpose, without counting the votes of the Designated Employee(s). (The Designated Employees may be counted in determining whether a quorum is present.)

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Employee:

- That the transaction is entered into for the benefit of the Charter School;
- That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Committee Vote

A Committee may approve a transaction or contract involving a Designated Employee if, in addition to findings listed above for a Board Vote, it was not reasonably practicable to obtain full Board approval prior to entering into the transaction or contract and the Committee was authorized in the first instance to approve such a transaction or contract. Additionally, the full Board must ratify the transaction or contract at its next board meeting by a majority vote of the Directors then in office without counting the vote of the Designated Employee(s).

Common Director Disclosure

Any Common Director shall make a good faith disclosure regarding that Director's other directorship prior to the acceptance or ratification of the potential contract or transaction involving the Director's other directorship. The disclosure must be reflected in the minutes of the meeting of the Board of Directors or a Committee thereof. Such disclosure shall include the



material facts as to the transaction and as to such director's other directorship.

Common Director Transactions/Contracts

Board Vote

Once the Board has knowledge of the material facts as disclosed by the Common Director, the Board may authorize the contract or transaction in good faith by a majority vote sufficient for that purpose, without counting the votes of the Common Director.

No contract or transaction is void or voidable because the Common Director participated in the Board meeting if the required disclosure is made and vote is satisfied; or alternatively, if there is a finding that the contract or transaction was just and reasonable at the time it was authorized.

Committee Vote

A Committee may approve a transaction or contract involving a Common Director by following the procedures listed for the Board above, as long as that Committee was authorized to approve the transaction or contract.

Disclosure Statement [This provision is optional]¹

At the commencement of an individual's term with the Charter School and at the beginning of each fiscal year, each board member and officer shall complete a Conflict of Interest Disclosure Statement, in the form of the document attached hereto, for review by the Board.

Interested Directors

Interested Directors: Not more than 49 percent of the persons serving on the Board of the Charter School may have a Financial Interest.

Non-Application of Policy

This policy does not preclude a Director from serving the Charter School in any other capacity, such as an officer, agent, employee, independent contractor, or otherwise, and receiving compensation for those services, so long as the employment is disclosed and the employment or other financial relationship is approved by the Board, without the interested Director participating in the vote.

¹ A disclosure statement is not required by law, but provides an additional level of review for the Board to ensure that there are no conflicts of interest.



This policy does not apply to transactions that are part of a public or charitable program of the Charter School if the Charter School approves the transaction in good faith and without unjustified favoritism and results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.



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Conflict of Interest Disclosure Statement

This Conflict of Interest Disclosure Statement is intended to help the charter school’s officers and members of the Board of Directors ensure that they are not compromising their ability to act in the charter school’s best interest by placing themselves in a position of an actual or potential conflict of interest. Please initial following Item A or Item B, whichever is appropriate, and provide a detailed explanation if you answered Item B (attach additional sheets if necessary). Please review the Conflicts of Interest Policy when completing these items.

Item A: I am not aware of any relationship or interest or situation involving myself or my immediate family or any entity with which I am affiliated that might result in a conflict of interest between me and the charter school.

Initial Here: _____

Item B: There may be relationships or interests or situations involving myself or my immediate family or any entity with which I am affiliated that either currently or is likely to result in a conflict of interest between me and the charter school.

Initial Here: _____

Immediate family is an individual’s brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law.

Item C: I am a board member, a committee member, an officer or an employee of the following organization(s) which may present a real or potential conflict:

I have read and understand the charter school’s conflicts of interest policy and agree to be bound by it. I will promptly inform the Board of Directors of any material change that develops in the information contained in the foregoing statement.

BOARD GOVERNANCE POLICY #7A – CONFLICT OF INTEREST CODE – CORPORATIONS CODE COMPLIANT

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Typed/Printed Name

Signature

Date

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Policy Number: 34

Policy Type: Board Governance

Policy Name: CONFLICTS OF INTEREST POLICY PURSUANT TO THE POLITICAL REFORM ACT OF 1974 (GOVERNMENT CODE §§ 87100, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090

Approved:

CONFLICTS OF INTEREST POLICY PURSUANT TO THE POLITICAL REFORM ACT OF 1974 (GOVERNMENT CODE §§ 87100, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090

I. Adoption

The Governing Board hereby adopts this Conflict of Interest Policy (“Policy”), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of the **Contra Costa School of Performing Arts** (“School”).

II. Definitions

“Designated Persons” are officers and employees of the School and Board members who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest of that individual. The designated positions are listed in Appendix “A” attached to the School’s Conflict of Interest Code and incorporated herein by reference.

“Remote Interests in a Contract” are those interests identified in Government Code section 1091 and relate only to voting members on the Board of Directors and are referred to as “disqualifying interests” herein.

“Non-Interests in a Contract” are those interests identified in Government Code section 1091.5 and relate to directors, officers or employees of the School and are referred to as “disqualifying interests” herein. A copy of Government Code sections 1091 and 1091.5 are attached as Exhibit A to this policy.

III. Disclosure Statements

A. Statement of Economic Interest, Form 700

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest, Form 700 (“Statement”) at the time and manner prescribed

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below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the Designated Person's position is assigned in Appendix A of the School's Conflict of Interest Code.

An investment, interest in real property, or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Appendix B of the School's Conflict of Interest Code.

Contents of Statements

Initial Statements: Initial Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

Annual Statements: Annual Statements shall disclose reportable investments, interests in real property, and income and business positions held or received during the previous calendar year or since the date the designated employee took office if during the calendar year.

Leaving Office Statement: Leaving Office Statements shall disclose reportable investments, interests in real property, business positions held and income received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

Timing of Filings

An initial Statement shall be filed by each designated person within 30 days after the effective date of the Code. Thereafter, each new Designated Person shall file a Statement within 30 days after assuming office. Each Designated Person shall file an annual Statement by April 1. Every Designated Person who leaves office shall file a Statement within 30 days of leaving office.



Statements Filed With the Charter School

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with the Charter School. The Charter School’s filing officer shall make and retain a copy and forward the original to the Charter School’s code reviewing body.

B. **Common Director Disclosure Statement**

At the commencement of an individual’s term with the Charter School and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member, employee or committee member that are not otherwise disclosed in the Statement of Economic Interest.

IV. **Disqualification**

Designated Persons: No Designated Person, or their spouses and dependent children, may be financially interested in any contract made by them in their official capacity. Board Members are presumed to have made contracts in which they, or their spouses and dependent children, have a financial interest. A Designated Person may not make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know he or she has a disqualifying financial interest. A Designated Person has a “disqualifying financial interest” if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Person or a member of his or her immediate family. A Director that is also an employee of the School must follow the recusal provisions outlined below for any matters uniquely affecting that member’s employment. A Designated Person must follow the recusal provisions outlined below with respect to Remote Interests in Contracts and Non-Interests in Contracts.

Board Make-Up: Not more than 49 percent of the persons serving on the Board of the Charter School may be Directors, or family members, that was compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable reimbursement paid to a director as a director. No Directors shall serve on the Board of the Charter School if that person has a current financial interest in any contract made by him or her in his or her official capacity on the board, except that an employee Director is not disqualified from serving as a member of the Board of Directors because of that employee’s employment status with the School.



Manner of Disqualification

Persons with Remote Interests in Contracts and Non-Interests in Contracts: When a Designated Person, other than a Board Member, determines that he/she should not make a decision because of a financial interest in a Contract, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee’s disqualification, and notify the Charter School Governing Board of the interest at its next meeting before the Governing Board discusses or votes on the item. In the case of the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a Remote Interest and in some instances a Non-Interest in a Contract, at the meeting during which consideration of the decision takes place. Employee Board members shall orally disclose an interest in any decision uniquely affecting that member’s employment. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board’s official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member’s disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board’s acceptance of a contract or transaction with a Designated Person with respect to a Remote or Non-Interest in a Contract:

- That the transaction is entered into for the benefit of the Charter School;
- That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school’s financial files.



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Disqualified Designated Persons shall not be counted toward achieving a quorum while the item is discussed.

EXHIBIT A

Government Code § 1091. Remote interest of officer or member

(a) An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

(b) As used in this article, “remote interest” means any of the following:

(1) That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.

(2) That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the bid of the contracting party.

For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph,



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stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the “real or ultimate ownership” of the contracting party.

(3) That of an employee or agent of the contracting party, if all of the following conditions are met:

(A) The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.

(B) The contract is competitively bid and is not for personal services.

(C) The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.

(D) The contracting party has 10 or more other employees.

(E) The employee or agent did not directly participate in formulating the bid of the contracting party.

(F) The contracting party is the lowest responsible bidder.

(4) That of a parent in the earnings of his or her minor child for personal services.

(5) That of a landlord or tenant of the contracting party.

(6) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

(7) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.



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(8) That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.

(9) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.

(10) Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

(11) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.

(12) That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.

(13) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.

(14) That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.

(15) That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:

(A) The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.

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(B) After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.

(C) The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.

(16) That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

(A) The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.

(B) The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.

(C) The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.

(D) The contract implements a program authorized by the Public Utilities Commission.

(c) This section is not applicable to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract.

(d) The willful failure of an officer to disclose the fact of his or her interest in a contract pursuant to this section is punishable as provided in Section 1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.



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§ 1091.5. Interests not constituting an interest in a contract

(a) An officer or employee shall not be deemed to be interested in a contract if his or her interest is any of the following:

(1) The ownership of less than 3 percent of the shares of a corporation for profit, provided that the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

(2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.

(3) That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.

(4) That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.

(5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.

(6) That of a spouse of an officer or employee of a public agency in his or her spouse's employment or office holding if his or her spouse's employment or office holding has existed for at least one year prior to his or her election or appointment.



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(7) That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.

(8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records.

For purposes of this paragraph, an officer is “noncompensated” even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.

(9) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.

(10) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

(11) Except as provided in subdivision (b), that of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor.

(12) That of (A) a bona fide nonprofit, tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park



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and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, “agreement” includes contracts and grants, and “park,” “natural lands,” and “historical resources” shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.

(13) That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:

(A) The loan product or program is or may be originated by any lender approved by the agency.

(B) The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.

(b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.



Policy Number: 32

Policy Type: Board Governance

Policy Name: Public Records Requests – Public Records Act Compliant

Approved:

Public Records Requests – Public Records Act Compliant

I. Public Records

A. Public Records Defined

The **Contra Costa School of Performing Arts** (the “School”) provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School’s business that are prepared, owned, used, or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list.

- Preliminary drafts, notes, or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;
- Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Government Claims Act (if applicable), until the pending litigation nor claim has been finally adjudicated or otherwise settled.
- Personnel, medical, student records, or similar files. The personal email addresses of all employees of a public agency;
- Test questions, scoring keys, and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law.



- The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired.
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
- A document prepared by or for the School that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session.
- Trade secrets.
- Computer software developed by the School.
- Identification numbers, alphanumeric characters, or other unique identifying codes that the School uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identifying code number, alphanumeric character, or other unique identifying code is used in public bidding or an audit involving the School.
- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing, to Executive Director, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

- Assisting the member of the public to identify records and information that are responsive



to the request or to the purpose of the request, if stated.

- Describing the information technology and physical location in which the records exist.
- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

The **Executive Director** will, within 10 days¹ of receipt of the request, provide a written response to the requester of public records. The written response shall contain the following information:

- Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination.
- If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.
- The date and time when the records will be made available.
- If the request identifies information that is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format.
- If the requester seeks copies of the records, the School may identify a fee covering the direct costs of duplication.
- If the requester seeks copies in electronic format, the School may charge the requester

¹ In unusual circumstances, the 10 day time limit may be extended by written notice by the **Executive Director of ChartHouse Public Schools** to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, “unusual circumstances” means the following, but only to the extent reasonably necessary to the proper processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.



the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record.

- If the School maintains an Internet Website, Webpage, or Internet Web Portal, which the School describes or titles as “open data,” and the School voluntarily posts a public record on that Internet Resource, the School shall post the public record in an open format that meets requirements identified in Government Code § 6253.10.
- The School may comply with the Public Records Act by posting any public record on its Internet Website, and in response to a request for a public record posted on the Website, direct a member of the public to the location on the Website where the public record is posted. If, however, the member of the public requests a copy of the public record due to the inability to access or reproduce the public record from the Website, the School shall promptly provide a copy of the public record in accordance with this policy.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at **2730 Mitchell Dr., Walnut Creek CA 94598** during office hours of the School, which are **Monday through Friday, 7:30- 4 pm.**

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form in which it is held by the School if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained.

If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.



Partial Disclosure: If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonably segregable portion of the record(s) will be made available for inspection.

Inspection at the School: A requester who inspects a disclosable record at the School has the right to use the School's equipment on the premises, without being charged any fees or costs, to photograph or otherwise copy or reproduce the record in a manner that does not require the equipment to make physical contact with the record, unless the means of copy or reproduction would result in either of the following: 1) Damage to the record; 2) Unauthorized access to the School's computer systems or secured networks by using software, equipment or any other technology capable of accessing, altering, or compromising the agency's electronic records.

The School may impose any reasonable limits on the use of the requester's equipment that are necessary to protect the safety of the records or to prevent the copying of records from being an unreasonable burden to the orderly function of the agency and its employees. The School may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records.



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Policy Number: 31

Policy Type: Student

Policy Name: Educational Records and Student Information

Approved:

Educational Records and Student Information

I. Definitions

A. Education Record

An education record is any written or computerized document, file, entry, or record containing information directly relating to a student that is compiled and maintained by the School. Such information includes but is not limited to:

1. Date and place of birth; parent and/or guardian's address, and where the parties may be contacted for emergency purposes.
2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended;
7. Personal information such as, but not limited to, student identification numbers, social security numbers, photographs, or any other type of information that aids in the identification of a student. Please note that, as of January 1, 2017, the School shall not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians, unless otherwise required to do so by state or federal law.

The School shall not use any school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;



2. Records maintained by a law enforcement unit of the School that were created by that law enforcement unit for the purpose of law enforcement;
3. Records relating to a School employee that are made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
4. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with the treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the School; or
5. Records that only contain information about an individual after he or she is no longer a student at the School.
6. Grades on peer-graded papers before they are collected and recorded by a teacher.

B. Directory Information

Part of the education record, known as directory information, includes personal information about a student that the School may make public. Directory information includes a student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, honors and awards received and the most recent previous educational agency or institution attended by the student.

C. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.



D. Eligible Student

Eligible student means a student who has reached 18 years of age or is attending an institution of postsecondary education.

II. Disclosure of Directory Information

At the beginning of each year, the School shall provide parents and eligible students with a notice containing the following information: 1) The categories or type of personally identifiable information it designates as directory information (this should be limited to the information specifically identified in Education Code section 49061(c)); 2) A statement that directory information does not include citizenship status, immigration status, place of birth or any other information indicating national origin (except where the School receives consent as required under state law); 3) The recipients of the directory information; Education Code 234.7 (Model AG policies); 4) The parent’s or eligible student’s right to refuse to let the School designate any or all of those types of information about the student as directory information; and 4) The period of time within which a parent or student has to notify the School in writing that he/she does not want any or all of those types of information about the student designated as directory information. The notice shall be in the form of **the registration packet and school newsletter**. Within 10 days of sending notice, any parent(s) who does not want his/her child’s directory information made public without prior written consent must inform the School in writing. This parental notice must identify what student directory information (any or all) is subject to the prior written consent requirement.

The rights to require prior written consent does not apply to disclosure or requiring a student to disclose his/her name, identifier or institutional email address in a class in which the student is enrolled or to require the student to wear, display publicly or disclose a student ID card or badge that exhibits directory information.

III. Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the School shall provide parents and eligible students with a notice of their rights under FERPA. The notice shall inform the parents and eligible students that they have the right to:

- Inspect and review the student’s education records;
- Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;



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- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA and the Code of Federal Regulations authorize disclosure without consent; and
- File with the Department of Education a complaint concerning alleged failures by the School to comply with the requirements of FERPA and its promulgated regulations.
- Request that the School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- The procedure for exercising the right to inspect and review educational records;
- The procedure for requesting amendment of records;
- A statement that the School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll.
- The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.
- Assurances that the School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order;
- A description of the types of student records maintained by the School;
- A list of the circumstances or conditions under which the School might release student information to outside people or entities;
- A statement that, unless the School is providing information for a legitimate educational purpose under FERPA and the California Education Code or directory information, the School shall notify parents or guardians and eligible students – and receive their written consent – before it releases a student's personally identifiable information.

IV. Parental and Eligible Student Rights Relating to Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the **Executive Director**. Within 45 days, the School shall comply with the request. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the School will provide the parent or eligible student with a copy of the requested records or make other arrangements for inspection and review of the requested records.



A. Update and Reissuance of Pupil Records

A former pupil of the School may request that former pupil's records to be updated to reflect the former pupil's changed legal name or gender by submitting government-issued documentation in the form of one of the following: State-issued driver's license, birth certificate, passport, social security card, court order indicating a name change or a gender change, or both. Upon the request of the former pupil, the School shall reissue the pupil records, including, but not limited to a transcript, a high school diploma, a high school equivalency certificate or other similar documents conferred on the former pupil. The School is not required to modify records that the former pupil has not required for modification or reissuance.

If a former pupil requests that their name or gender is changed and records are reissued, the School shall add a new document to the former pupil's file that includes all of the following: 1) The date of the request; 2) The date the requested records were reissued to the former pupil; 3) A list of records that were requested by, and reissued to, the former pupil; 4) The type of documentation provided by the former pupil in order to demonstrate the legal name or gender change; 5) The name of the School staff person that completed the request; 6) The current and former name or gender of the former pupil.

Former pupils who are unable to provide the government-issued documentation described above may request a name or gender change, or both, to the former pupil's records through the process described below in section C.

B. Copies of Education Records

The School will provide copies of requested documents within 10 days of a request for copies. The School will charge reasonable fees for copies it provides to parents or eligible students, unless it effectively prevents a parent or eligible student from exercising the right to inspect and review the education records. The charge will not include a fee to search for or to retrieve the education records.

C. Request for Amendment to Education Records

If upon review, a parent or eligible student discovers any information or notation that is factually inaccurate, an unsubstantiated personal conclusion or inference, a conclusion or inference outside of the observer's area of competence, not based on the personal observation of anamed person with the time and place of the observation noted or misleading or in violation of the student's right of privacy, that person may request, in writing, that the School amend the record. The request must be submitted within thirty (30) days of the discovery of the inaccurate or misleading information or a violation of the student's right of privacy. The School will respond



within ten (10) days of the receipt of the request to amend. The School’s response will be in writing and if the request for amendment is denied, the School will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

D. Hearing to Challenge Education Record

If the School denies a parent or eligible student’s request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student’s education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The hearing to challenge the education record shall be held within 30 days of the date of the request for a hearing, notice of the date, time and place of the hearing will be sent by the School to the parent or eligible student no later than 20 days before the hearing.

The hearing will be conducted by **Chairperson of the Board of Trustees**. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. **The Chairperson’s** decision will be based solely on the evidence presented at the hearing. Within 30 days of the conclusion of the hearing, the School’s decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the School decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, the School decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of the School, or both. If the School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.



V. Records of Foster Children

A foster family agency with jurisdiction over a currently enrolled or former pupil, a short-term residential treatment program staff responsible for the education or case management of a pupil, and a caregiver who has direct responsibility for the care of the pupil, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family (as defined below), may access the current or most recent records of grades, transcripts, attendance, discipline and online communication on platforms established by schools for pupils and parents, and any individualized education programs (IEPs) that may have been developed, or any plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 of a currently enrolled or former foster pupil.

A foster family agency, short-term residential treatment program, or caregiver may review and receive pupil records pursuant to subdivision (a) for purposes of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by [Section 16010 of the Welfare and Institutions Code](#), and ensuring the pupil has access to educational services, supports, and activities. These purposes include, but are not limited to, enrolling the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and enrolling the pupil in extracurricular activities, tutoring, and other afterschool and summer enrichment programs.

VI. Disclosure of Education Records and Directory Information

The School must have a signed and dated written permission from the parent or eligible student before releasing any information from a student's education record with the exceptions listed below and for directory information. With the exceptions listed below, the School will not release educational records to any person or entity outside the School without the written consent of a parent or eligible student. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent. . The School shall permanently keep the consent notice with the record file. A parent, guardian or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, the School shall not release the information.

The School shall avoid the disclosure of information that might indicate a student's or family's



citizenship or immigration status if the disclosure is not authorized by FERPA. No student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. *Id.* Immigration-enforcement agencies do not have a legitimate educational interest in a student’s or family’s citizenship or immigration status. A student’s or family’s citizenship or immigration status is not considered to be directory information.

Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the School prohibits disclosure, the School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The School will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior consent of the parent or eligible student and that the receiving party use it for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below and the School maintains the appropriate records, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, of directory information or to parents or eligible students, the School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior writing consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made.

If the School receives an information request related to a student’s or family’s immigration or citizenship status, the School personnel shall take the following action steps:

- Notify the **Executive Director** about the information request;
- Provide students and families with appropriate notice and a description fo the immigration officer’s request;
- Document any verbal or written request for information by immigration authorities;
- Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

The School will train its personnel regarding gathering and handling sensitive student information as identified in this policy.

The School will disclose education records, without consent, to the following parties:

- a. School employees who have a legitimate educational interest as defined by 34 C.F.R. Part .



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b. Contractors, consultants, volunteers or other parties to whom the school has outsourced institutional services or functions may be considered a school official provided that the outside party performs an institutional service or function for which the school would otherwise use employees, is under the direct control of the school with respect to the use and maintenance of records, and is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information.

c. Other schools to which a student seeks or intends to enroll;

d. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;

e. Appropriate parties in connection a student's application for, or receipt of, financial aid to a student if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;

f. Organizations conducting certain studies for the School in accordance with 20 U.S.C. § 1232g(b)(1)(F);

g. Accrediting organizations in order to carry out their accrediting functions;

h. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;

i. Individuals who have obtained lawful court orders or subpoenas, with prior notice to parents or eligible students with some exceptions;

j. Persons who need to know in cases of health and safety emergencies;

k. State and local authorities, within a juvenile justice system, pursuant to specific State law.

l. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by the School with respect to that alleged crime or offense. The School may disclose the final results of the disciplinary proceeding, regardless of whether the School concluded a violation was committed.

m. [If the School participates in the federal Lunch Program] The Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purpose of conducting program monitoring, evaluations and performance measurements of the School, provided the data is reported in the appropriate form provided by law.

n. An agency caseworker or other representative of a State or local child welfare agency or tribal organization who has the right to access a student's case plan, when such agency or



organization is legally responsible, in accordance with State law, for the care and protection of the student, provided those records will not be disclosed by such agency or organization, except as required by law.

- o. Other disclosures as provided by applicable law.

VII. Requirements in Specific Disclosure Situations

If the School education records pursuant to Section V.b. above without consent to officials of another school, school system or institution of postsecondary education where the student seeks or intends to enroll, the School will make a reasonable attempt to notify the parent or eligible student at his/her last know address, unless the disclosure is initiated by the parent or eligible student. Additionally, the School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section IV.C. above.

VIII. Record Keeping Requirements

The School will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of the School in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of the School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents and eligible students, School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of the School.



S P A

**Contra Costa School of
Performing Arts**

www.cocospa.org • 925-235-1130
2730 Mitchell Drive, Walnut Creek, CA 94598

IX. Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202**



SPA

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Policy Number: 30

Policy Type: Student

Policy Name: Pupil Suspension and Expulsion Policy

Approved:

Pupil Suspension and Expulsion Policy

Introduction

This Pupil Suspension and Expulsion Policy (the “Policy”) for **Contra Costa School of Performing Arts** (“School”) has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. At the same time, the School intends to provide effective interventions for pupils who engage in acts of problematic behavior to help them change their behavior and avoid exclusion from the School.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The **Executive Director or Administrative Designee** shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the **Executive Director’s** office.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of reasonable force necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student’s behavior or to restrict the student’s freedom of movement, if that drug is not a standard treatment for the student’s medical or psychiatric condition. EC 49005.2 School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEA, the Americans with Disabilities Act of 1990 (“ADA”) and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

I. Suspension

A. Definition

Suspension is the temporary removal of a pupil from class instruction for adjustment or disciplinary reasons. Suspension does not mean any of the following:

- Reassignment to another education program or class at the School where the pupil will receive continuing instruction for the length of day prescribed by the Board [for pupils of the same grade level;
- Referral to a certificated employee designated by the **Executive Director or Administrative Designee** to advise pupils;
- Removal from the class, but without reassignment to another class for the remainder of the class period without sending the pupil to the **Executive Director** or designee.

While suspended, the pupil may not loiter on or about any School grounds at any time, nor attend or participate in any School activity at any time, no matter where such activity is taking place. Violation may result in further disciplinary action.

The School shall consider suspension from School only when other means of correction fail to bring about proper conduct or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

B. Authority

o A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day. The Executive Director or his/her designee may suspend a student from class, classes or the school for a period not to exceed five days. The Executive Director or his/her designee may extend a student's suspension pending final decision by the Board of Directors of the School [or a formal committee thereof] on a recommendation for expulsion. Such extended suspension should not exceed 10 days, unless specific procedural safeguards are met. Those are identified below.

On a recommendation for expulsion, the Board of Directors may suspend a special education student being considered for expulsion in accordance with the laws relating to expulsion of special education students.

A pupil may not be suspended or expelled for any of the acts enumerated in this Policy unless the act is related to school activity or school attendance of **Contra Costa School of Performing Arts**. A pupil may be suspended or expelled for acts that are enumerated in this Policy and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off the school campus
- During, or while going to or coming from a school sponsored activity
- All acts related to school activity or school attendance occurring within the School

C. Grounds

o The Executive Director may use his/her discretion to provide alternatives to suspension or expulsion recommendations that are age appropriate and designed to address and correct the student's specific misbehavior. Alternatively, students may be suspended or recommended for

expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined the pupil:

- Caused physical injury to another person or willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from an authorized certificated school employee, with the **Executive Director** or designee's written concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code sections 11053-11058 (including, but not limited to, opiates, hallucinogenic substances, stimulants, depressants and narcotic drugs), alcoholic beverage or intoxicant of any kind.
- Unlawfully offered, arranged or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property
- Stole or attempted to steal school property or private property (as used in this policy, "school property" includes but is not limited to electronic files and databases)
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel and e-cigarettes, whether or not they contain tobacco. However this section does not prohibit the use or possession by a pupil of his or her own prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties
- A pupil enrolled in kindergarten or in grades 1 through 3 shall not be suspended for any of the acts enumerated in the previous bullet, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12 to be recommended for expulsion.
- A pupil enrolled in kindergarten or any of grades 1 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- Knowingly received stolen school property or private property

- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 289, or former section 288a, or committed a sexual battery as defined in Penal Code section 243.4
- Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness
- Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma
- Engaged in, or attempted to engage in, hazing. “Hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. “Hazing” does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that has or can be reasonably predicated to have the effect of one or more the of the following:
 - Placing a reasonable pupil(s) in fear of harm to that pupil(s)’ person or property;
 - Causing a reasonable pupil to experience a substantially detrimental effect on the pupil’s physical or mental health;
 - Causing a reasonable pupil to experience substantial interference with the pupil’s academic performance;
 - Causing a reasonable pupil to experience substantial interference with the pupil’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
- An electronic act, for purposes of the immediately preceding paragraph, means the transmission, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including but not limited to, any of the following:
 - A message, text, sound or image.
 - A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - An act of cyber sexual bullying.
- For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
- Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
 - An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - A “reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill and judgment in conduct for a person that age, or for a person of that age with the pupil’s exceptional needs.
- Made terrorist threats against school officials and/or school property. For the purpose of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000.00, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of charter school property, or the personal property of the person threatened or his/her immediate family.
 - For students in grades 4 to 12, committed sexual harassment
 - Caused or participated in an act of hate violence
 - Carried, possessed, sold or otherwise furnished an electronic signaling device
 - Committed vandalism/malicious mischief
 - Violated academic ethics
 - Falsified or misinterpreted notes or phone calls of parents or guardians
 - Falsely activated fire alarm
 - Habitually violated the dress code

- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
- A pupil who aids or abets, as defined in section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this policy, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury may be recommended for expulsion.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or recommended for expulsion for misconduct not specified above.

D. Procedures Required to Suspend

Step One

The **Executive Director or Administrator** shall investigate the incident and determine whether or not it merits suspension.

Searches: In order to investigate an incident, a student’s attire,¹ personal property, vehicle or school property, including books, desks, school lockers, computers and other electronic devices, may be searched by a Principal or designee who has reasonable suspicion that a student has violated or is violating the law or the rules of the school. *Illegally possessed items shall be confiscated and turned over to the police.*

Step Two

Unless a student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a suspension will be preceded by an informal conference between the **Executive Director or other School Administrator** and the student in which the student shall be orally informed of the reason for the suspension, the evidence against that student, the other means of correction that were attempted before the suspension and be given the opportunity to present informal proof of that student’s side of the story. If the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the informal conference will be held within two

¹ This does not include removing clothing to permit visual inspection of the under clothing, breasts, buttocks or genitalia of the pupil.

school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, hospitalization or detention in a correctional facility.

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, by telephone, by email or in person to inform that person of the suspension and the reasons therefor and the employee may state the date and time when the student may return to school..

If a student is suspended without the informal conference, both the student and the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, will be notified of a student's right to return to school for the purpose of a conference.

The parent or guardian of a student, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, shall respond without delay to a request from school officials to attend a conference regarding the student's behavior.

Penalties shall not be imposed on a student for failure of the student's parent or guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, at the conference.

Step Three

The **Executive Director or other School Administrator** determines the appropriate length of the suspension (up to 5 days). When suspensions do not include a recommendation for expulsion, they shall not exceed 5 consecutive school days per suspension.

Step Four

The **Executive Director or other School Administrator** fills out a Notice of Suspension Form, a copy of which will be sent to the student's parent/guardian and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, and to the student. A copy of this form is also placed in the student's cumulative file at the School. The Notice of Suspension Form shall state the fact of suspension, its duration and the specific offense committed by the student. In addition, the notice may state the date and time when the student may return to school. The notice shall also state that if desired by the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county

social worker, a prompt meeting or hearing will be held at which the suspension may be discussed and at which the student may be present and afforded an opportunity to present informal proof of his/her side of the case. Additionally, if the School officials wish to ask the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, to confer regarding matters pertinent to the suspension, the notice may request the parent/guardian to respond to such requests without delay.

Step Five

The **Executive Director or other School Administrator** determines whether the offense warrants a police report. **Executive Director or other School Administrator** will report certain offenses to law enforcement authorities in accordance with Education Code section 48902.

When **Executive Director or other School Administrator** releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the **Executive Director or other School Administrator** shall take immediate steps to notify the parent, guardian or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, unless the minor has been taken into custody as a victim of suspected child abuse.

Step Six

The **Executive Director or other School Administrator** may require the student and his/her parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, to sign a contract that states the conditions that the student is expected to meet while at the School. Copies of the signed contract are kept by the school and given to the parent/guardian.

Step Seven

Upon the request of a parent/guardian/educational rights holder/student, and for foster children, their attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.

Special Education and Section 504 Student Suspensions

When suspensions involve special education students or students with a 504 plan, a manifestation determination meeting shall be held no later than the 10th suspension day (whether consecutive or

cumulative for the school year). The **Executive Director or other School Administrator** shall notify the student's special education teacher or regular education teacher when the student's cumulative days of suspension for that school year reaches eight. That teacher shall promptly notify **Executive Director or other School Administrator and the School Psychologist** of the need for the manifestation determination meeting. The manifestation determination meeting shall include the LEA, the parent, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, and relevant members of the student's IEP Team or 504 Plan Team (as determined by the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, and the LEA).

The student shall be treated as a general education student for disciplinary purposes, except to the extent that educational services must continue, if at the manifestation determination meeting the following are both determined in the negative, after reviewing all relevant information in the student's file, including the student's IEP or 504 Plan, any teacher observations and any relevant information provided by the parents: 1) the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability under the IDEA or section 504; or 2) the conduct in question was the direct result of the LEA's failure to implement the IEP or 504 Plan. If it is determined at the manifestation determination meeting that 1) or 2) is answered in the affirmative, the conduct is deemed a manifestation of the disability.

If the conduct is deemed a manifestation of the disability, the IEP Team or 504 Plan Team must conduct a functional behavioral assessment (or other appropriate assessment for the 504 student), create a plan and implement it, or if the plan is preexisting, review it and modify it as necessary to address the behavior.

In the case of a manifestation of a disability, the student will be returned to the placement from which he/she was removed, unless the LEA and parent agree to a change of placement as part of the modification of the behavioral intervention plan or updated 504 Plan. For special education and 504 students, a new manifestation determination meeting is required for all proposed suspensions exceeding ten cumulative days in one school year.

The special education student may be removed from school to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: 1) carries a weapon to or possesses a weapon at school, on school premises or to or at a school function under the jurisdiction of the School; 2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the School; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the School.

E. Appeal Process

A student or the student's parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, may appeal those disciplinary actions, other than expulsion, imposed upon a student for his/her School related offenses. Appeals must be made first in writing at the School level, and should be directed to the **Executive Director** within **3** days of the School sending the Notice of Suspension Form to the parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, and the student. The **Executive Director** will attempt to resolve the appeal with a written response within ten school days of receiving the written appeal. After appeal at the School level, if further appeal is desired, the student or parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, should appeal in writing to the ChartHouse Public School Board within **3** days of the date of the School level written response and should direct it to the **Chair of the Board** for final resolution within 15 school days. If any appeal is denied, the student, his/her parent/guardian may place a written rebuttal to the action in the student's file.

II. Expulsion

A. Definition

Expulsion means involuntary disenrollment from the charter school.

B. Authority

A student may be expelled either by the Board following a hearing before it or by the Board upon a recommendation of an Administrative Panel to be assigned by the Board as needed. The Panel may recommend expulsion of any student found to have committed an expellable offense.

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class or program that is deemed appropriate for the rehabilitation of the pupil [or other conditions such as good behavior, attendance, etc.]. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

C. Grounds for Expulsion

Category I Expulsions – Mandatory Recommendation for Expulsion

The **Executive Director or School Administrator (Director, Principal, Associate Principal)** shall immediately suspend a student, and recommend for expulsion, a student who has committed one or more of the following acts:

- Possessing, selling or otherwise furnishing a firearm when a school employee verifies firearm possession, unless the student obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or his/her designee
- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery
- Possession of an explosive

Category II Expulsions – Recommendation for Expulsion Required, Unless Inappropriate Under the Circumstances

A student who has committed one of the following acts of misconduct must be recommended for expulsion, unless the **Executive Director or School Administrator (Director, Principal, Associate Principal)** determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct.

- Causing physical injury to another person, except in self-defense
- Possession of any knife, explosive or other dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician
- Robbery or extortion
- Assault or battery on a school employee

Category III Expulsions – Discretionary Expulsion Recommendation

In the discretion of the **Executive Director or School Administrator (Director, Principal, Associate Principal)** or his/her designee, any act that warrants suspension may warrant expulsion. Additionally, a student may be expelled for misconduct that is not listed above if the acts disrupt and/or present ongoing health and/or safety concerns, or the student has repeatedly engaged in the misconduct.

In no event, however, will a student be expelled for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties.

D. Procedures to Expel a Student

Step One

Executive Director or School Administrator (Director, Principal, Associate Principal) investigates the incident and determines whether the offense results in a suspension. If so, the **Executive Director or School Administrator (Director, Principal, Associate Principal)** follows the procedures to suspend the student as outlined above.

Step Two

In the discretion of **Executive Director**, a student's suspension may be extended pending expulsion. If such extended suspension exceeds 10 days, and for any suspension exceeding 10 days, the following procedures must be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.

If the proposed extended suspension is under 10 days, a meeting is held within 5 school days of the student's suspension to extend the suspension. The student and his/her parent/guardian are invited to attend this meeting with **Executive Director** or his/her designee. The **School Administrators and other staff witnesses** may also be present.

At this meeting, the offense and the repercussions are discussed. An extension of the suspension may be granted only if the **Executive Director** or his/her designee has determined, after the meeting, that the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory expulsion recommendation, this is discussed so that it is understood by all parties. The purpose of the meeting is to decide upon the extension of the suspension order and may be held in conjunction with the initial meeting with the parents after the suspension.

Step Three

The School shall send a letter to the student and parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, regarding the expulsion hearing. The expulsion hearing shall be held no later than 30 school days of the date that expulsion is recommended, unless a brief extension is requested by the student or his/her parent/guardian.

The letter shall be sent via certified mail to the student and parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, to the address reflected in the pupil's student file at least 10 calendar days before the date of the hearing. The letter shall notify the student and parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker, when and where the expulsion hearing will take place and the rights of the student with respect to the hearing, including:

- The date and place of the expulsion hearing;
- A statement of the facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the School's disciplinary rules relating to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person and/or to employ and be represented by counsel or an advocate;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to present testimony, evidence and witnesses and confront and question witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witness testimony.

Step Four

The **Executive Director or designee** shall maintain documents that may be used at the hearing and make them available for review by the student and/or parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker. These papers may include, but are not limited to, the following: A record of the student's attendance and grades, a record of previous infractions, a statement of the facts surrounding the case made by a **Executive Director or designee**; a statement of the facts surrounding the case made by a witness, a law enforcement agency's report and any other relevant matter.

Step Five

An expulsion hearing shall be held before **the ChartHouse Public School Board**. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and a complete written transcription of the proceedings can be made.

While the technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by **Executive Director or administrative designee** to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on evidence produced at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay evidence, although sworn declarations may be admitted as testimony from witnesses who are determined by the **ChartHouse Public School Board** that disclosure of their identity or live testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

Step Six

The decision of the **ChartHouse Public School Board** shall be in the form of a written recommendation, with findings of fact, to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the **Executive Director** shall be made within 10 days following the conclusion of the hearing, or within 40 school days after the date of the pupil's removal from the School for the incident for which the recommendation for expulsion is made. If the **ChartHouse Public School Board** decides not to recommend expulsion, the pupil shall be reinstated and permitted to return to classroom programs. The decision not to recommend expulsion shall be final.

Step Seven

The **Executive Director**, or designee, following a decision of the Board of Directors to expel a student, shall send written notice of the decision to expel, including the **Board of Director's** findings of fact, to the student or parent/guardian, and for foster children, their educational rights holder, attorney, and county social worker, and for Indian children, their tribal social worker and, if applicable, their county social worker. The notice shall include the following:

- Notice of the specific offense committed by the student;
- Notice of the right to appeal the expulsion to the County Board of Education. If that Board does not hear such appeals, the student may submit a written objection and request for reconsideration to the school's Board of Directors within 10 days. Decisions of the Board of Directors shall be final.
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status within the charter school

Within 30 days of the decision to expel, the **Executive Director** shall send written notice of the decision to expel to the student's district of residence, the County Office of Education and the charter granting

district (if different than the student's district of residence). This notice shall include the student's name and the specific expellable offense committed by the student.

Step Eight

Expelled students are responsible for seeking alternative education programs, including but not limited to, programs within the County or their school district of residence.

Step Nine

The school shall maintain records of all student suspensions and expulsions at the school site. Such records shall be made available for **the Contra Costa County Office of Education's** review upon request.

Students who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors, or its designee, at the time of the expulsion order, which may include, but is not limited to, a periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors **[or other title]** or its designee following a meeting with the **[insert title]** and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The **[insert title]** shall make a recommendation to the Board of Directors following the meeting regarding his/her determination. The pupil's readmission is also contingent upon the school's capacity and any other admission requirements in effect at the time the student seeks admission or readmission.

Coversheet

Monthly Financial Report

Section: V. FISCAL REPORTS
Item: A. Monthly Financial Report
Purpose: Discuss
Submitted by:
Related Material: CCSPA May Board (Apr Financials).pdf
CCSPA May Board Slides.pdf
CCSPA MYP May Board.pdf

Contra Costa School of the Performing Arts
Income Statement
As of Apr FY2023

	Actual			YTD	Budget							
	Feb	Mar	Apr		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY												
Revenue												
LCFF Entitlement	521,353	204,482	215,114	3,038,509	4,669,021	3,630,200	3,646,746	16,546	(1,022,275)	608,237	83%	
Federal Revenue	-	43,355	7,102	62,991	174,935	328,394	297,594	(30,800)	122,660	234,603	21%	
Other State Revenues	4,500	75,589	162,169	830,981	1,459,971	1,428,520	1,428,874	354	(31,097)	597,893	58%	
Local Revenues	14,942	15,658	55,048	171,663	150,429	120,327	157,876	37,548	7,447	(13,787)	109%	
Fundraising and Grants	217	222	-	48,878	96,558	73,341	73,447	106	(23,111)	24,569	67%	
Total Revenue	541,013	339,305	439,432	4,153,021	6,550,913	5,580,782	5,604,536	23,754	(946,377)	1,451,515	74%	
Expenses												
Compensation and Benefits	261,166	270,971	245,238	2,655,422	3,711,328	3,222,287	3,220,353	1,933	490,975	564,932	82%	
Books and Supplies	4,228	42,374	9,190	233,577	279,040	311,035	276,183	34,851	2,857	42,607	85%	
Services and Other Operating Expenditures	176,371	168,174	192,903	1,768,748	2,496,778	2,456,774	2,549,084	(92,310)	(52,306)	780,336	69%	
Depreciation	1,212	1,212	1,212	13,991	16,414	16,414	16,414	-	-	2,423	85%	
Other Outflows	(875)	-	-	805	-	-	-	-	-	(805)		
Total Expenses	442,102	482,730	448,542	4,672,542	6,503,560	6,006,509	6,062,035	(55,525)	441,526	1,389,493	77%	
Operating Income	98,911	(143,425)	(9,110)	(519,520)	47,353	(425,727)	(457,498)	(31,771)	(504,851)	62,022		
Fund Balance												
Beginning Balance (Unaudited)					668,536	667,987	667,987					
Audit Adjustment					-	375	375					
Operating Income					47,353	(425,727)	(457,498)					
Ending Fund Balance					715,889	242,635	210,864					
Fund Balance as a % of Expenses					11%	4%	3%					

Contra Costa School of the Performing Arts
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As of Apr FY2023

	Actual			YTD	Budget						
	Feb	Mar	Apr	Actual YTD	Approved	Previous	Current	Previous	Approved	Current	% Current
					Budget v1	Forecast		Forecast vs. Current	Budget v1 vs. Current		
KEY ASSUMPTIONS											
Enrollment Summary											
4-6					89	42	42	-	(47)		
7-8					178	148	148	-	(30)		
9-12					198	146	146	-	(52)		
Total Enrolled					465	336	336	-	(129)		
ADA %											
4-6					95.5%	94.7%	95.6%	1.0%	0.1%		
7-8					95.0%	95.1%	95.1%	0.0%	0.1%		
9-12					93.5%	92.4%	93.1%	0.7%	-0.4%		
Average ADA %					94.5%	93.9%	94.3%	0.4%	-0.2%		
ADA											
4-6					85.00	39.77	40.17	0.40	(44.83)		
7-8					169.10	140.75	140.73	(0.02)	(28.37)		
9-12					185.13	134.90	135.95	1.05	(49.18)		
Total ADA					439.23	315.42	316.85	1.43	(122.38)		

Contra Costa School of the Performing Arts
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REVENUE												
LCFF Entitlement												
8011	Charter Schools General Purpose Entitlement - State Aid	214,158	88,914	88,914	1,486,573	2,508,570	1,727,264	1,735,878	8,613	(772,692)	249,305	86%
8012	Education Protection Account Entitlement	-	-	6,433	47,056	87,845	63,084	63,370	286	(24,475)	16,314	74%
8019	State Aid - Prior Years	153,219	-	-	153,219	-	153,219	153,219	-	153,219	-	100%
8096	Charter Schools in Lieu of Property Taxes	153,976	115,568	119,767	1,351,661	2,072,606	1,686,633	1,694,279	7,647	(378,327)	342,618	80%
SUBTOTAL - LCFF Entitlement		521,353	204,482	215,114	3,038,509	4,669,021	3,630,200	3,646,746	16,546	(1,022,275)	608,237	83%
Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	61,428	64,596	64,596	-	3,168	64,596	0%
8220	Child Nutrition Programs	-	14,268	-	26,802	21,623	171,600	140,800	(30,800)	119,178	113,998	19%
8291	Title I	-	-	-	-	38,414	39,486	39,486	-	1,072	39,486	0%
8292	Title II	-	-	-	-	8,470	9,712	9,712	-	1,242	9,712	0%
8294	Title IV	-	-	2,500	2,500	10,000	10,000	10,000	-	-	7,500	25%
8299	All Other Federal Revenue	-	29,087	4,602	33,689	35,000	33,000	33,000	-	(2,000)	(689)	102%
SUBTOTAL - Federal Revenue		-	43,355	7,102	62,991	174,935	328,394	297,594	(30,800)	122,660	234,603	21%
Other State Revenue												
8319	Other State Apportionments - Prior Years	-	(100)	-	6,702	-	6,802	6,802	-	6,802	100	99%
8381	Special Education - Entitlement (State)	-	66,546	33,215	279,098	360,165	358,094	358,094	-	(2,071)	78,996	78%
8382	Special Education Reimbursement (State)	-	2,954	1,477	15,603	216,000	87,500	87,500	-	(128,500)	71,897	18%
8520	Child Nutrition - State	-	1,689	-	8,638	1,628	13,440	13,440	-	11,813	4,802	64%
8550	Mandated Cost Reimbursements	-	-	-	12,494	12,494	12,494	12,494	-	1	0	100%
8560	State Lottery Revenue	-	-	38,182	67,628	104,596	78,078	78,432	354	(26,164)	10,804	86%
8590	All Other State Revenue	-	-	84,795	404,318	765,089	822,111	822,111	-	57,022	417,793	49%
8593	Other State Revenue 3	4,500	4,500	4,500	36,500	-	50,000	50,000	-	50,000	13,500	73%
SUBTOTAL - Other State Revenue		4,500	75,589	162,169	830,981	1,459,971	1,428,520	1,428,874	354	(31,097)	597,893	58%
Local Revenue												
8634	Food Service Sales	-	-	-	-	53,753	-	-	-	(53,753)	-	-
8693	Field Trips	11,419	10,220	7,256	42,151	32,942	35,327	72,876	37,548	39,934	30,724	58%
8699	All Other Local Revenue	696	1,395	43,971	89,103	28,734	50,000	50,000	-	21,266	(39,103)	178%
8701	8701 - Student Production/Event Revenue	-	457	1,642	31,816	35,000	35,000	35,000	-	-	3,184	91%
8999	Uncategorized Revenue	2,828	3,585	2,179	8,592	-	-	-	-	-	(8,592)	-
SUBTOTAL - Local Revenue		14,942	15,658	55,048	171,663	150,429	120,327	157,876	37,548	7,447	(13,787)	109%
Fundraising and Grants												
8802	8802 - Donations - Private (Foundation Grants)	-	-	-	45,000	50,000	50,000	50,000	-	-	5,000	90%
8803	8803 - Fundraising (school Site)	217	222	-	3,878	46,558	23,341	23,447	106	(23,111)	19,569	17%
SUBTOTAL - Fundraising and Grants		217	222	-	48,878	96,558	73,341	73,447	106	(23,111)	24,569	67%
TOTAL REVENUE		541,013	339,305	439,432	4,153,021	6,550,913	5,580,782	5,604,536	23,754	(946,377)	1,451,515	74%

Contra Costa School of the Performing Arts
Income Statement
As of Apr FY2023

		Actual			YTD	Budget						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Teachers Salaries	97,615	107,961	98,995	943,107	1,332,288	1,155,636	1,155,636	-	176,652	212,529	82%
1101	Teacher - Bonus	-	-	-	-	10,000	-	-	-	10,000	-	-
1103	Teacher - Substitute Pay	5,353	6,271	3,203	38,434	-	40,000	40,000	-	(40,000)	1,566	96%
1148	Teacher - Special Ed	12,081	12,081	12,081	112,192	198,761	138,087	138,087	-	60,674	25,894	81%
1150	Teacher - Arts	16,203	15,854	16,027	142,633	55,926	185,584	185,584	-	(129,658)	42,950	77%
1200	Certificated Pupil Support Salaries	-	-	-	74,679	216,784	75,081	75,081	-	141,703	402	99%
1300	Certificated Supervisor & Administrator Salaries	37,429	37,429	37,429	412,513	632,616	497,072	497,072	-	135,544	84,559	83%
SUBTOTAL - Certificated Salaries		168,681	179,596	167,735	1,723,559	2,446,375	2,091,459	2,091,459	-	354,916	367,900	82%
Classified Salaries												
2100	Classified Instructional Aide Salaries	21,935	20,177	14,887	181,361	217,108	229,243	229,243	-	(12,134)	47,881	79%
2200	Classified Support Salaries	5,082	3,999	3,180	33,170	26,848	41,800	41,800	-	(14,952)	8,631	79%
2300	Classified Supervisor & Administrator Salaries	-	-	-	560	-	-	-	-	-	(560)	-
2400	Classified Clerical & Office Salaries	10,086	9,241	8,353	108,797	185,952	139,169	139,169	-	46,783	30,372	78%
2900	Classified Other Salaries	-	-	-	5,050	-	8,000	8,000	-	(8,000)	2,950	63%
2935	Other Classified - Substitute	592	485	937	6,768	22,000	7,000	7,000	-	15,000	232	97%
SUBTOTAL - Classified Salaries		37,695	33,901	27,357	335,706	451,908	425,212	425,212	-	26,696	89,505	79%
Employee Benefits												
3100	STRS	28,565	30,740	28,425	292,720	460,778	364,022	364,022	-	96,756	71,302	80%
3300	OASDI-Medicare-Alternative	6,436	6,086	5,332	59,544	72,147	74,361	74,361	-	(2,214)	14,817	80%
3400	Health & Welfare Benefits	17,881	19,706	16,104	207,872	205,375	197,200	211,700	(14,500)	(6,325)	3,828	98%
3500	Unemployment Insurance	1,833	868	210	12,035	27,579	28,590	20,141	8,449	7,437	8,106	60%
3600	Workers Comp Insurance	-	-	-	22,354	43,474	37,750	31,458	6,292	12,016	9,105	71%
3900	Other Employee Benefits	74	74	74	1,632	3,693	3,693	2,000	1,693	1,693	368	82%
SUBTOTAL - Employee Benefits		54,790	57,474	50,145	596,157	813,045	705,616	703,683	1,933	109,362	107,526	85%
Books & Supplies												
4200	Books & Other Reference Materials	-	4,096	496	5,667	3,299	5,500	5,700	(200)	(2,401)	33	99%
4300	Materials & Supplies	417	1,805	4,936	32,107	25,000	44,000	43,800	200	(18,800)	11,693	73%
4315	Custodial Supplies	-	-	-	-	1,098	315	317	(1)	781	317	0%
4320	Educational Software	131	20,194	124	31,925	48,754	32,488	32,636	(147)	16,118	711	98%
4325	Instructional Materials & Supplies	3,598	164	187	17,950	48,754	21,731	21,731	-	27,023	3,781	83%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	5,721	20,000	6,000	6,000	-	14,000	279	95%
4420	Computers: individual items less than \$5k	-	-	-	-	22,431	5,000	5,000	-	17,431	5,000	0%
4430	Non Classroom Related Furniture, Equipment & Supplies	82	-	-	251	10,000	1,000	1,000	-	9,000	749	25%
4710	Student Food Services	-	16,115	3,447	139,957	99,704	195,000	160,000	35,000	(60,296)	20,043	87%
SUBTOTAL - Books and Supplies		4,228	42,374	9,190	233,577	279,040	311,035	276,183	34,851	2,857	42,607	85%
Services & Other Operating Expenses												
5200	Travel & Conferences	-	-	332	332	5,000	1,000	1,000	-	4,000	668	33%
5300	Dues & Memberships	10,495	200	-	23,709	15,000	25,000	25,000	-	(10,000)	1,291	95%
5400	Insurance	-	-	34,554	89,664	77,395	77,395	77,395	-	-	(12,269)	116%
5515	Janitorial, Gardening Services & Supplies	9,607	10,029	9,273	96,395	135,000	135,000	135,000	-	-	38,605	71%
5535	Utilities - All Utilities	10,929	10,866	13,046	124,553	145,000	145,000	145,000	-	-	20,447	86%
5605	Equipment Leases	692	490	1,437	16,467	16,000	18,500	18,500	-	(2,500)	2,033	89%
5610	Rent	58,746	58,746	58,746	543,295	1,045,944	1,045,944	1,045,944	-	-	502,650	52%
5615	Repairs and Maintenance - Building	2,517	4,344	3,611	66,112	60,000	90,000	90,000	-	(30,000)	23,889	73%
5631	Other Space Rental	5,471	-	3,687	19,195	38,150	43,479	43,479	-	(5,329)	24,284	44%

Contra Costa School of the Performing Arts
Income Statement
As of Apr FY2023

	Actual			YTD	Budget							
	Feb	Mar	Apr		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1 vs.	Current Forecast Remaining	% Current Forecast Spent
									Current Forecast	Current Forecast		
5803 Accounting Fees	-	-	-	-	11,021	9,682	9,682	-	1,339	9,682	0%	
5809 Banking Fees	70	35	35	435	1,000	478	478	-	522	43	91%	
5812 Business Services	12,583	12,583	13,083	124,332	171,438	164,812	164,952	(140)	6,486	40,620	75%	
5815 Consultants - Instructional	-	-	-	7,670	25,235	9,000	9,000	-	16,235	1,330	85%	
5820 Consultants - Non Instructional - Custom 1	120	280	650	4,615	18,331	9,451	9,451	-	8,880	4,836	49%	
5824 District Oversight Fees	125	-	-	6,850	48,190	38,302	38,467	(165)	9,723	31,617	18%	
5826 Contingency	-	-	-	-	276,500	-	-	-	276,500	-	-	
5830 Field Trips Expenses	18,611	12,596	15,790	71,370	43,923	31,857	72,876	(41,018)	(28,953)	1,505	98%	
5839 Fundraising Expenses	67	81	91	739	10,000	7,948	7,948	-	2,052	7,209	9%	
5843 Interest - Loans Less than 1 Year	-	-	-	-	2,064	2,064	2,064	-	-	2,064	0%	
5845 Legal Fees	8,792	1,950	875	41,009	60,000	60,000	60,000	-	-	18,991	68%	
5851 Marketing and Student Recruiting	5,708	5,150	4,304	27,571	20,000	26,000	28,000	(2,000)	(8,000)	429	98%	
5857 Payroll Fees	654	438	286	3,976	5,039	4,766	4,766	-	273	790	83%	
5861 Prior Yr Exp (not accrued)	4,147	1,836	-	13,446	-	13,446	13,446	-	(13,446)	(0)	100%	
5863 Professional Development	-	592	620	65,313	25,000	70,000	70,000	-	(45,000)	4,687	93%	
5869 Special Education Contract Instructors	19,750	41,303	26,432	332,045	116,390	314,670	363,656	(48,986)	(247,266)	31,611	91%	
5872 Special Education Encroachment	-	-	-	-	12,648	12,681	12,681	-	(33)	12,681	0%	
5881 Student Information System	1,083	1,083	1,083	25,482	35,000	28,000	28,000	-	7,000	2,518	91%	
5887 Technology Services	4,952	4,952	4,952	56,028	60,000	60,000	60,000	-	-	3,972	93%	
5900 Communications	1,224	587	15	7,892	17,510	12,000	12,000	-	5,510	4,108	66%	
5915 Postage and Delivery	27	32	-	253	-	300	300	-	(300)	47	84%	
SUBTOTAL - Services & Other Operating Exp.	176,371	168,174	192,903	1,768,748	2,496,778	2,456,774	2,549,084	(92,310)	(52,306)	780,336	69%	
Capital Outlay & Depreciation												
6900 Depreciation	1,212	1,212	1,212	13,991	16,414	16,414	16,414	-	-	2,423	85%	
SUBTOTAL - Capital Outlay & Depreciation	1,212	1,212	1,212	13,991	16,414	16,414	16,414	-	-	2,423	85%	
Other Outflows												
7999 Uncategorized Expense	(875)	-	-	805	-	-	-	-	-	(805)		
SUBTOTAL - Other Outflows	(875)	-	-	805	-	-	-	-	-	(805)		
TOTAL EXPENSES	442,102	482,730	448,542	4,672,542	6,503,560	6,006,509	6,062,035	(55,525)	441,526	1,389,493	77%	

Contra Costa School of the Perform
Monthly Cash Forecast
As of Apr FY2023

	2022-23													
	Actuals & Forecast													Remaining Balance
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Actuals	May Forecast	Jun Forecast	Forecast	
Beginning Cash	1,153,777	893,898	957,795	817,068	990,699	1,048,710	1,264,104	1,386,113	1,320,788	1,172,327	1,124,884	1,302,819		
REVENUE														
LCFF Entitlement	-	234,459	349,941	388,446	214,158	522,110	388,445	521,353	204,482	215,114	233,504	182,520	3,646,746	192,213
Federal Revenue	-	1,789	-	-	-	-	10,746	-	43,355	7,102	152,994	11,733	297,594	69,875
Other State Revenue	44,421	25,592	34,459	44,488	35,260	197,241	207,263	4,500	75,589	162,169	348,269	97,606	1,428,874	152,018
Other Local Revenue	6,246	8,938	8,801	29,214	14,196	6,065	12,555	14,942	15,658	55,048	(11,354)	(2,762)	157,876	329
Fundraising & Grants	303	951	198	45,000	207	1,504	275	217	222	-	12,232	12,232	73,447	106
TOTAL REVENUE	50,971	271,729	393,398	507,148	263,822	726,920	619,284	541,013	339,305	439,432	735,646	301,329	5,604,536	414,540
EXPENSES														
Certificated Salaries	76,042	202,895	196,313	182,799	200,668	174,904	173,925	168,681	179,596	167,735	180,200	187,700	2,091,459	-
Classified Salaries	12,744	49,697	48,699	39,272	33,427	28,474	24,439	37,695	33,901	27,357	45,093	44,412	425,212	-
Employee Benefits	66,712	69,875	72,059	56,882	58,878	52,062	57,280	54,790	57,474	50,145	61,856	45,670	703,683	-
Books & Supplies	7,665	13,636	12,287	49,484	50,768	41,411	2,535	4,228	42,374	9,190	15,631	26,827	276,183	149
Services & Other Operating Expenses	183,018	175,203	199,132	269,579	207,519	199,821	(2,971)	176,371	168,174	192,903	242,545	205,262	2,549,084	332,529
Capital Outlay & Depreciation	3,086	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,055	1,368	16,414	-
Other Outflows	1,544	-	-	136	-	-	-	(875)	-	-	(805)	-	-	-
TOTAL EXPENSES	350,811	512,518	529,701	599,363	552,471	497,884	256,419	442,102	482,730	448,542	545,576	511,239	6,062,035	332,678
Operating Cash Inflow (Outflow)	(299,840)	(240,789)	(136,303)	(92,215)	(288,650)	229,036	362,865	98,911	(143,425)	(9,110)	190,069	(209,910)	(457,498)	81,863
Revenues - Prior Year Accruals	90,919	201,980	30,735	153,704	271,067	16,967	(232)	(153,219)	11,861	40,061	13,659	30,644		
Other Assets	49,482	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	3,086	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,055	1,368		
Expenses - Prior Year Accruals	(58,746)	(862)	(46,149)	-	-	-	-	-	-	-	(10,640)	-		
Accounts Payable - Current Year	(89,965)	68,278	(24,162)	60,028	42,209	(60,680)	(25,641)	(17,830)	(23,718)	(312)	(20,477)	-		
Summerholdback for Teachers	(40,699)	6,939	6,802	6,804	5,034	1,721	5,384	5,602	5,610	5,502	4,268	4,268	-	
Other Liabilities	85,885	27,139	27,139	44,098	27,139	27,139	(221,578)	-	-	(84,795)	-	-		
Ending Cash	893,898	957,795	817,068	990,699	1,048,710	1,264,104	1,386,113	1,320,788	1,172,327	1,124,884	1,302,819	1,129,189		

Contra Costa School of the Performing Arts
Balance Sheet
As of Apr FY2023

	Jun FY2022	Apr FY2023
ASSETS		
Cash Balance	1,153,777	1,124,884
Accounts Receivable	792,582	128,739
Other Current Assets	2,515	2,515
Prepays	49,482	-
Fixed Assets, Net	31,998	18,007
Due From Others	3,809	3,809
TOTAL ASSETS	2,034,162	1,277,955
LIABILITIES & EQUITY		
Accounts Payable	207,299	24,307
Deferred Revenue	67,836	-
Current Loans and Other Payables	1,090,665	1,104,806
Beginning Net Assets	1,124,363	668,363
Net Income (Loss) to Date	(456,000)	(519,520)
TOTAL LIABILITIES & EQUITY	2,034,162	1,277,955

Contra Costa School of Performing Arts Board Financial Update

BRYCE FLEMING

KENDALL AOZASA

MAY 23, 2023



Contents



1. **2022-23 Budgeting Update**
 - A. Forecast Updates
 - B. Cash Flow
 - C. State Budget
 - D. Budgeting Update

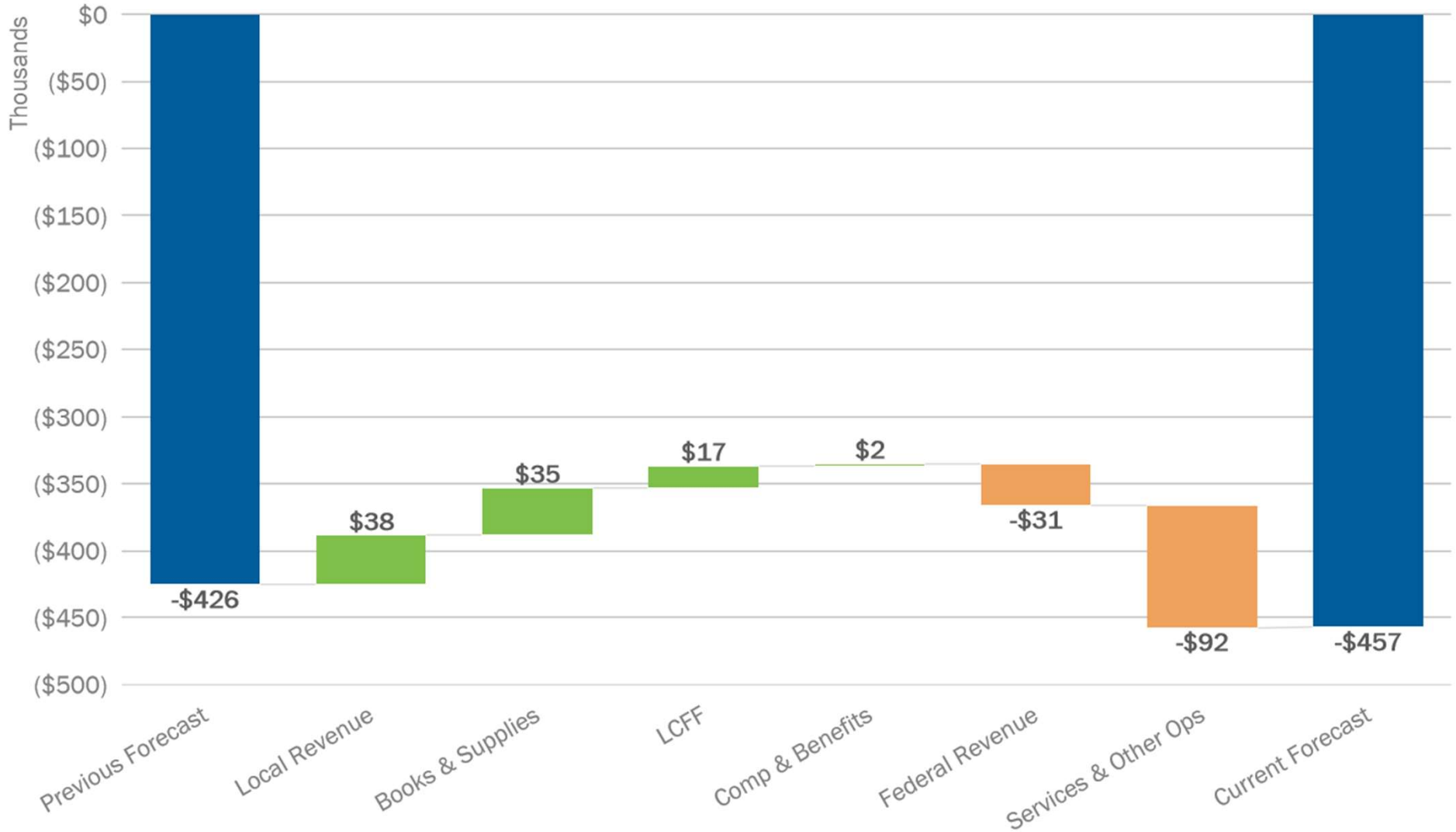
Forecast Updates





2022-23 Forecast Update

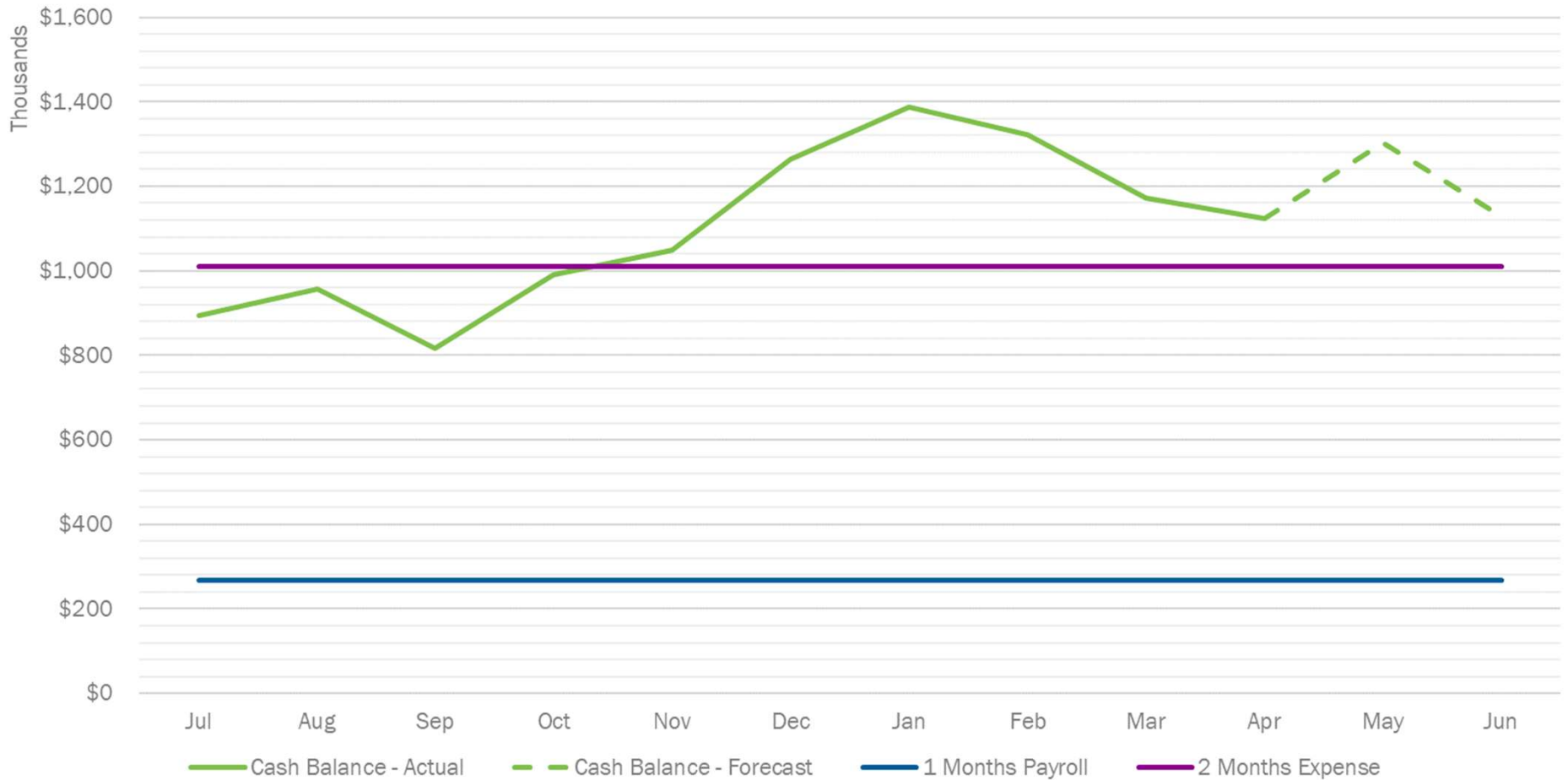
Operating income decreases \$31K due to increased SPED expense





2022-23 Monthly Cash Balance

School cash flow position expected to remain strong through end of year



State Budget Updates





May Revise Summary

Immaterially higher COLA

Further claw backs to FY23 one-time funding

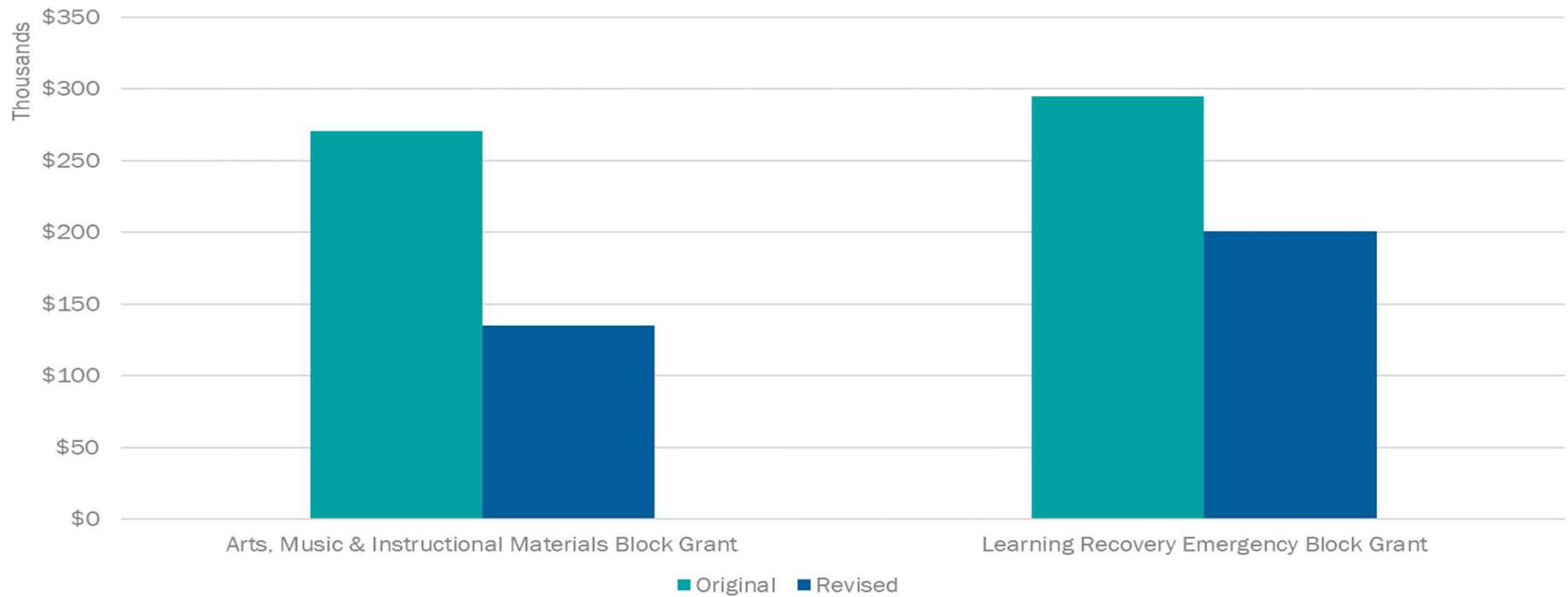
Extends ELOP spending timeline for FY22 & FY23 funds

	May Revise	January Proposal
LCFF COLA	8.22%	8.13%
Arts, Music, Instruc Block Grant	\$1.8B	\$2.3B
Learning Recovery Block Grant	\$5.4B	\$7.9B
Equity Multiplier	\$300M	\$300M
ELOP	\$4B	\$4B

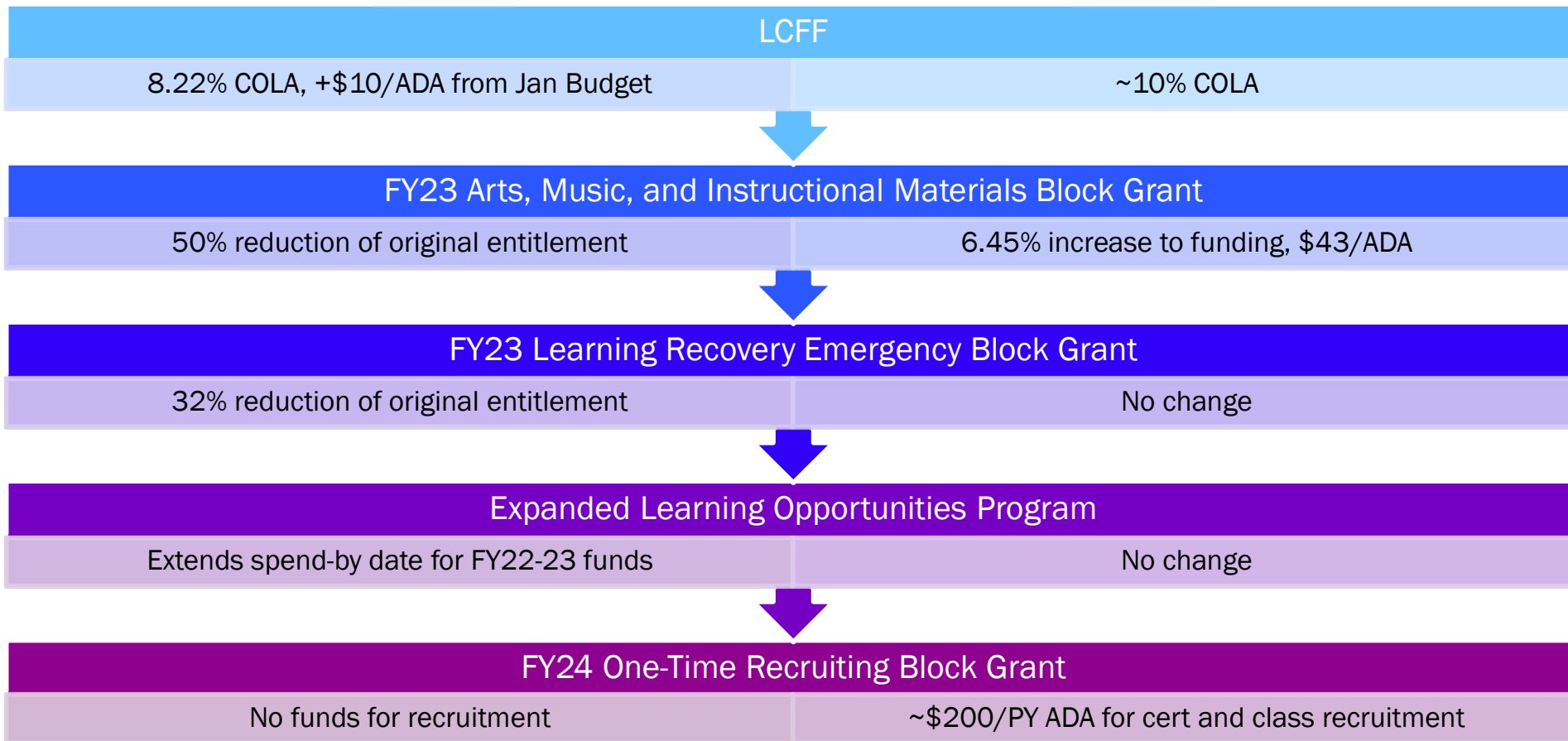


May Revise – CCSPA Impact

	Original	Revised	Decrease
Arts, Music & Instructional Materials Block Grant	\$ 270,580	\$ 135,290	\$ 135,290
Learning Recovery Emergency Block Grant	\$ 294,646	\$ 200,490	\$ 94,156
Total			\$ 229,446



Budget Proposal – Governor vs. State Senate



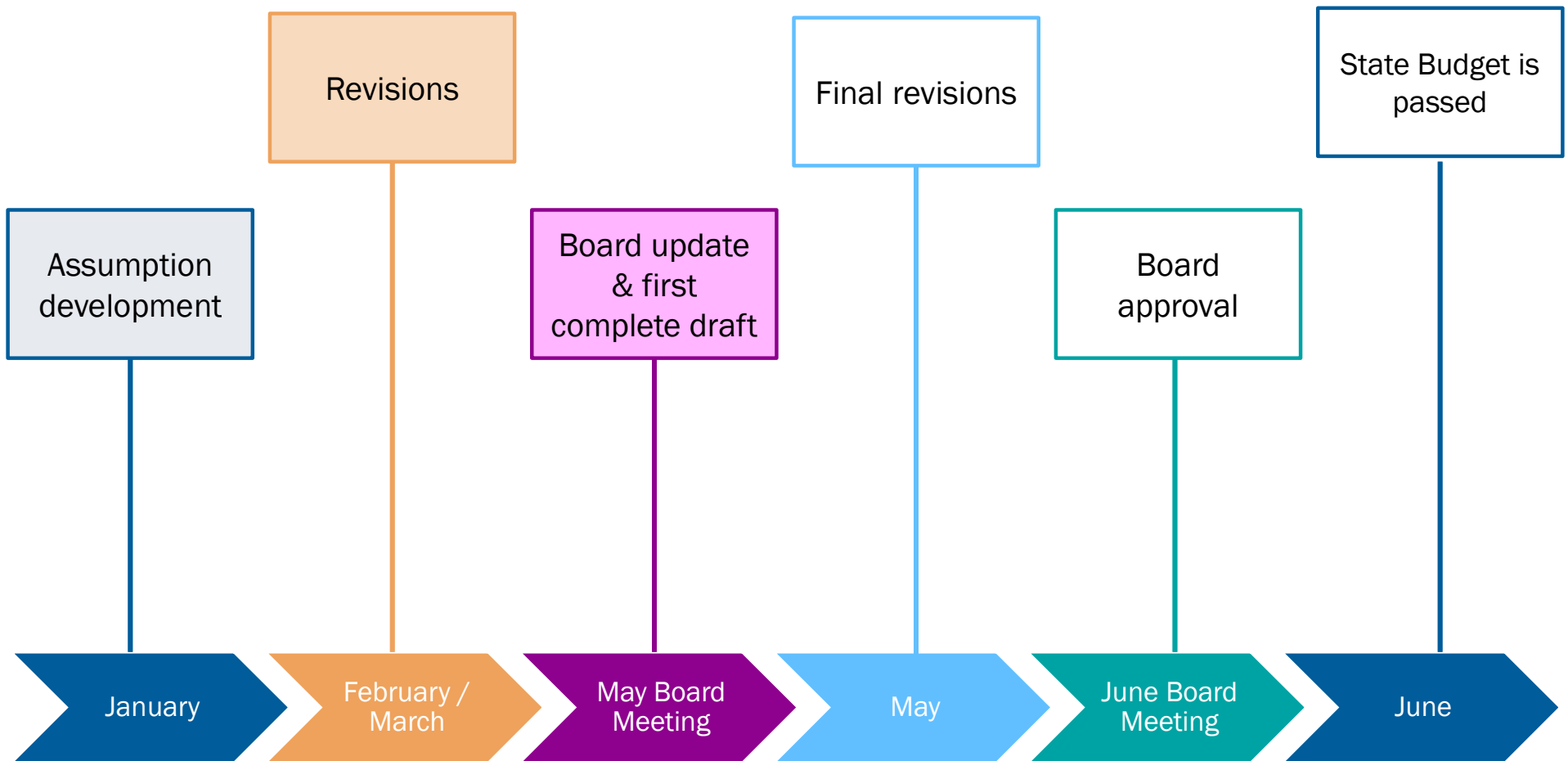
Senate plan would require corporate tax hike, Newsom has stated opposition to raising taxes to fund budget

Budget Updates



Budget Development

Reviewing budget draft tonight, will be approved at June meeting



Enrollment and LCFF Drivers

Projecting modest growth in future years

	2021-22	2022-23	2023-24	2024-25
Enrollment	336	365	400	425
ADA	<u>317</u> 94% attendance	<u>343</u> 94% attendance	<u>376</u> 94% attendance	<u>400</u> 94% attendance
School Unduplicated Count	144	154	169	180
COLA	6.56%*	8.22%	3.94%	3.29%

*Supplemental COLA increased LCFF rate by 13.26% in total

Expenses – Staffing Assumptions

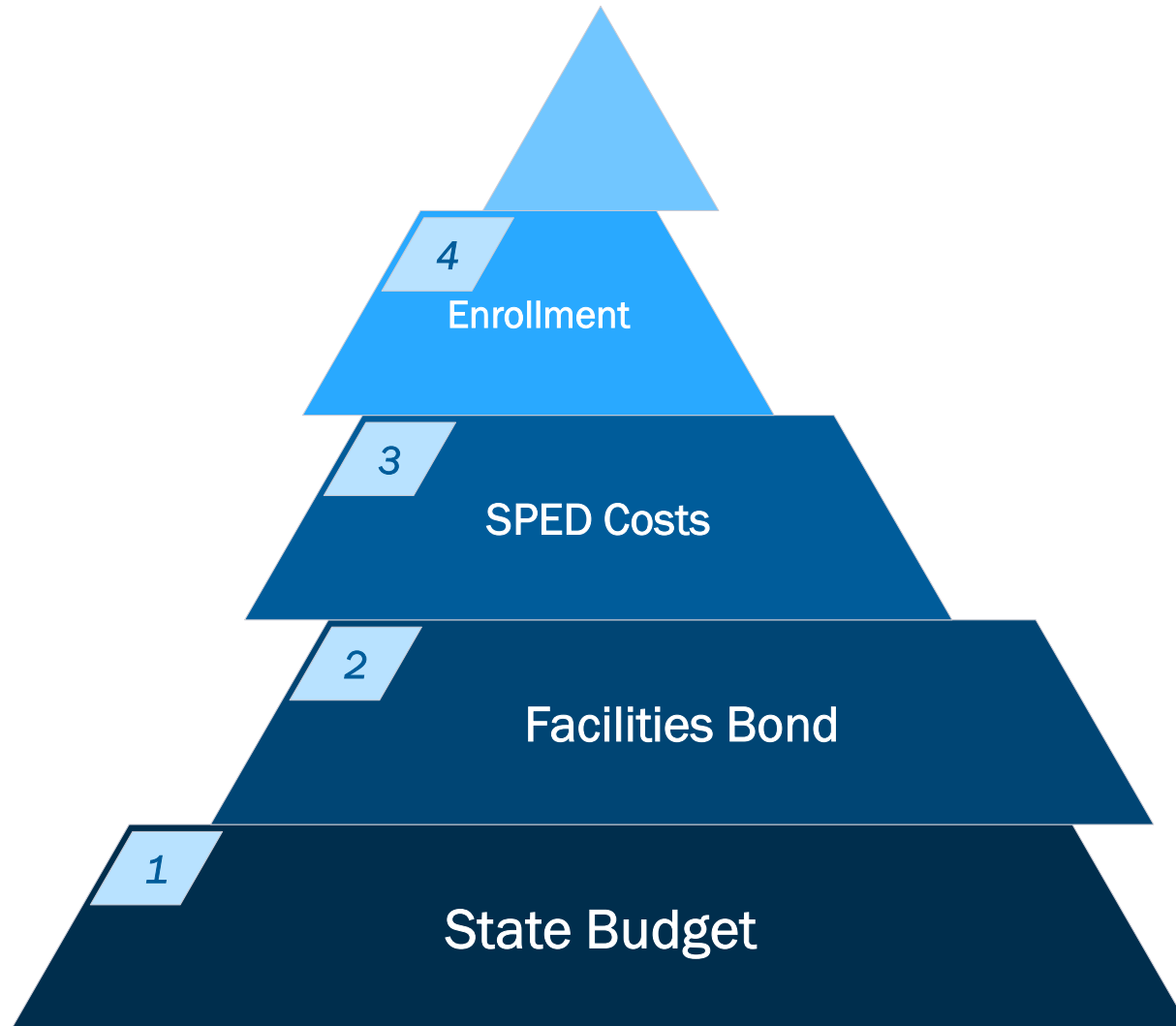
	2021-22	2022-23	2023-24	2024-25
Teachers (1100)	20.54	16.6	20.6	21.6
Pupil Support (1200/2200)	2.17	1.0	1.0	1.0
Admin (1300)	4.46	2.0	2.0	2.0
Instructional Assistants (2100)	5.72	4.7	4.7	4.7
Office Staff (2300/2400)	2.44	2.5	2.5	2.5
Total FTE	35.33	26.8	30.8	31.8

Budget Summary



		2022-23	2023-24	2024-25	2025-26
		Current Forecast	Projected Budget	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	3,646,746	4,108,231	4,675,694	5,131,576
	Federal Revenue	297,594	230,303	249,847	267,909
	Other State Revenues	1,428,874	658,287	642,413	671,177
	Local Revenues	157,876	213,416	232,140	239,772
	Fundraising and Grants	73,447	25,382	27,843	29,582
	Total Revenue	5,604,536	5,235,619	5,827,937	6,340,015
Expenses	Compensation and Benefits	3,220,353	2,759,564	3,215,694	3,429,280
	Books and Supplies	276,183	298,833	331,546	367,108
	Services and Other Operating	2,549,084	2,149,188	2,217,805	2,281,955
	Depreciation	16,414	14,539	1,045	-
	Other Outflows	-	-	-	-
	Total Expenses	6,062,035	5,222,124	5,766,089	6,078,342
	Operating Income	(457,498)	13,495	61,847	261,673
	Beginning Balance (Audited)	668,362	210,864	224,359	286,206
	Operating Income	(457,498)	13,495	61,847	261,673
Ending Fund Balance (incl. Depreciation)		210,864	224,359	286,206	547,879
Ending Fund Balance as % of Expenses		3.5%	4.3%	5.0%	9.0%

Opportunities and Uncertainties



Debt Covenants

On track to meet Days Cash on Hand, but not Coverage Ratio for FY23

Debt Service Coverage Ratio

- Amount of times school can cover annual debt
- Current ratio is 1.03 (4/1/21-3/31/22)
- Projecting .49 debt service coverage for end of FY23
- Minimum requirement is 1.10

Days Cash On Hand

- # of days can pay for operating expenses without running out of cash
- March ends with 71 days cash on hand
- Projecting to end FY23 with 68 days of cash on hand
- Minimum requirement of 25 days

Failure to Meet Covenants

- Independent consultant hired by CCSPA to submit written report and make recommendations
- At CCSPA's expense
- If DSCR falls at or below 1.0, CCSPA is at risk of defaulting

Plan Adoption – Due Dates & Board Requirements



A-G Completion Grant

- April 1st, 2022 – CCSPA approved 4/22
- Presented in board meeting, approved in subsequent meeting

Educator Effectiveness Grant

- March 31st, 2023 – CCSPA approved 12/21
- Presented in board meeting, approved in subsequent meeting

*Expanded Learning Opportunities Grant (ELO-P)

- Prior to 1st day of program
- Approved in board meeting

*Arts, Music, and Instructional Materials Block Grant

- Prior to year end since expenditures are planned for this year
- Approved in board meeting

Learning Recovery Emergency Block Grant

- N/A
- No Plan Required!

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Apr FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
SUMMARY					
Revenue					
LCFF Entitlement	3,646,746	4,108,231	4,675,694	5,131,576	
Federal Revenue	297,594	230,303	249,847	267,909	
Other State Revenues	1,428,874	658,287	642,413	671,177	
Local Revenues	157,876	213,416	232,140	239,772	
Fundraising and Grants	73,447	25,382	27,843	29,582	
Total Revenue	5,604,536	5,235,619	5,827,937	6,340,015	
Expenses					
Compensation and Benefits	3,220,353	2,759,564	3,215,694	3,429,280	
Books and Supplies	276,183	298,833	331,546	367,108	
Services and Other Operating Expenditures	2,549,084	2,149,188	2,217,805	2,281,955	
Depreciation	16,414	14,539	1,045	-	
Other Outflows	-	-	-	-	
Total Expenses	6,062,035	5,222,124	5,766,089	6,078,342	
Operating Income	(457,498)	13,495	61,847	261,673	
Fund Balance					
Beginning Balance (Unaudited)	667,987	210,864	224,359	286,206	
Audit Adjustment	375				
Beginning Balance (Audited)	668,362	210,864	224,359	286,206	
Operating Income	(457,498)	13,495	61,847	261,673	
Ending Fund Balance	210,864	224,359	286,206	547,879	
Total Revenue Per ADA	17,688	15,264	15,490	15,860	
Total Expenses Per ADA	19,132	15,225	15,325	15,205	
Operating Income Per ADA	(1,444)	39	164	655	
Fund Balance as a % of Expenses	3%	4%	5%	9%	

Contra Costa School of the Performing Arts
Multi-year Projection
As of Apr FY2023

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
Key Assumptions					
Enrollment Breakdown					
6	42	77	86	95	
7	83	69	82	85	
8	65	69	82	85	
9	46	35	40	40	
10	32	39	35	40	
11	41	35	40	40	
12	27	41	35	40	
Total Enrolled	336	365	400	425	
ADA %					
4-6	95.6%	95.0%	95.0%	95.0%	
7-8	95.1%	95.0%	95.0%	95.0%	
9-12	93.1%	92.5%	92.5%	92.5%	
Average ADA %	94.3%	94.0%	94.1%	94.1%	
ADA					
4-6	40	73	82	90	
7-8	141	131	156	162	
9-12	136	139	139	148	
Total ADA	317	343	376	400	
Demographic Information					
CALPADS Enrollment (for unduplicated % calc)	341	365	400	425	
# Unduplicated (CALPADS)	144	154	169	180	
# Free & Reduced Lunch (CALPADS)	135	145	159	169	
# ELL (CALPADS)	30	32	35	37	
New Students	-	24	35	25	
School Information					
FTE's	35.3	26.8	30.8	31.8	
Teachers	21	17	21	22	
Certificated Pay Increases	2%	5%	3%	3%	
Classified Pay Increases	2%	5%	3%	3%	
# of school days	-	-	-	-	
Default Expense Inflation Rate		5%	3%	3%	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Apr FY2023**

		Year 1	Year 2	Year 3	Year 4	Assumptions
		2022-23	2023-24	2024-25	2025-26	
REVENUE						
LCFF Entitlement						
8011	Charter Schools General Purpose Entitlement - State Aid	1,735,878	2,205,521	2,588,537	2,914,059	
8012	Education Protection Account Entitlement	63,370	68,600	75,250	79,950	
8019	State Aid - Prior Years	153,219	-	-	-	
8096	Charter Schools in Lieu of Property Taxes	1,694,279	1,834,110	2,011,907	2,137,567	
SUBTOTAL - LCFF Entitlement		3,646,746	4,108,231	4,675,694	5,131,576	
Federal Revenue						
8181	Special Education - Entitlement	64,596	42,625	45,625	50,000	
8220	Child Nutrition Programs	140,800	128,480	145,024	158,711	
8291	Title I	39,486	39,486	39,486	39,486	
8292	Title II	9,712	9,712	9,712	9,712	
8294	Title IV	10,000	10,000	10,000	10,000	
8299	All Other Federal Revenue	33,000	-	-	-	
SUBTOTAL - Federal Revenue		297,594	230,303	249,847	267,909	
Other State Revenue						
8319	Other State Apportionments - Prior Years	6,802	-	-	-	
8381	Special Education - Entitlement (State)	358,094	360,190	333,608	354,445	
8382	Special Education Reimbursement (State)	87,500	87,500	87,500	87,500	
8520	Child Nutrition - State	13,440	14,600	16,000	17,000	
8550	Mandated Cost Reimbursements	12,494	11,091	12,170	13,279	
8560	State Lottery Revenue	78,432	84,905	93,136	98,953	
8590	All Other State Revenue	822,111	50,000	50,000	50,000	
8593	Other State Revenue 3	50,000	50,000	50,000	50,000	
SUBTOTAL - Other State Revenue		1,428,874	658,287	642,413	671,177	
Local Revenue						
8693	Field Trips	72,876	38,416	42,140	44,772	
8699	All Other Local Revenue	50,000	30,000	30,000	30,000	
8701	8701 - Student Production/Event Revenue	35,000	30,000	45,000	50,000	
8702	CTEIG	-	115,000	115,000	115,000	
SUBTOTAL - Local Revenue		157,876	213,416	232,140	239,772	
Fundraising and Grants						
8802	8802 - Donations - Private (Foundation Grants)	50,000	-	-	-	
8803	8803 - Fundraising (school Site)	23,447	25,382	27,843	29,582	
SUBTOTAL - Fundraising and Grants		73,447	25,382	27,843	29,582	
TOTAL REVENUE		5,604,536	5,235,619	5,827,937	6,340,015	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Apr FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	1,155,636	1,152,357	1,445,482	1,502,367	
1103 Teacher - Substitute Pay	40,000	35,000	36,050	37,132	
1148 Teacher - Special Ed	138,087	180,536	185,952	260,452	
1150 Teacher - Arts	185,584	64,448	66,381	68,373	
1200 Certificated Pupil Support Salaries	75,081	120,000	123,600	127,308	
1300 Certificated Supervisor & Administrator Salaries	497,072	258,725	266,487	274,482	
SUBTOTAL - Certificated Salaries	2,091,459	1,811,066	2,123,953	2,270,112	
Classified Salaries					
2100 Classified Instructional Aide Salaries	229,243	178,099	183,442	188,945	
2200 Classified Support Salaries	41,800	-	-	-	
2400 Classified Clerical & Office Salaries	139,169	142,633	146,912	151,319	
2900 Classified Other Salaries	8,000	8,400	8,652	8,912	
2935 Other Classified - Substitute	7,000	7,350	24,000	26,000	
SUBTOTAL - Classified Salaries	425,212	336,482	363,006	375,176	
Employee Benefits					
3100 STRS	364,022	333,604	392,996	420,532	
3300 OASDI-Medicare-Alternative	74,361	55,997	62,683	65,857	
3400 Health & Welfare Benefits	211,700	170,236	213,259	234,749	
3500 Unemployment Insurance	20,141	17,866	20,330	20,946	
3600 Workers Comp Insurance	31,458	32,213	37,304	39,679	
3900 Other Employee Benefits	2,000	2,100	2,163	2,228	
SUBTOTAL - Employee Benefits	703,683	612,016	728,736	783,991	
Books & Supplies					
4200 Books & Other Reference Materials	5,700	5,985	6,165	6,349	
4300 Materials & Supplies	43,800	30,000	30,900	40,000	
4315 Custodial Supplies	317	360	407	445	
4320 Educational Software	32,636	37,095	41,912	45,866	
4325 Instructional Materials & Supplies	21,731	22,818	23,502	24,207	
4410 Classroom Furniture, Equipment & Supplies	6,000	18,250	20,600	22,544	
4420 Computers: individual items less than \$5k	5,000	27,375	30,900	33,816	
4430 Non Classroom Related Furniture, Equipment & Supplies	1,000	10,950	12,360	13,526	
4710 Student Food Services	160,000	146,000	164,800	180,353	
SUBTOTAL - Books and Supplies	276,183	298,833	331,546	367,108	
Services & Other Operating Expenses					
5200 Travel & Conferences	1,000	1,119	1,263	1,382	
5300 Dues & Memberships	25,000	26,250	27,038	27,849	
5400 Insurance	77,395	86,466	95,526	103,149	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Apr FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
5515 Janitorial, Gardening Services & Supplies	135,000	120,000	123,600	127,308	
5535 Utilities - All Utilities	145,000	149,350	153,831	158,445	
5605 Equipment Leases	18,500	21,102	23,819	26,067	
5610 Rent	1,045,944	1,046,711	1,047,194	1,047,691	
5615 Repairs and Maintenance - Building	90,000	50,000	51,500	53,045	
5631 Other Space Rental	43,479	1,000	1,030	1,061	
5803 Accounting Fees	9,682	9,972	10,272	10,580	
5809 Banking Fees	478	502	517	532	
5812 Business Services	164,952	150,137	161,073	170,254	
5815 Consultants - Instructional	9,000	10,070	20,000	21,888	
5820 Consultants - Non Instructional - Custom 1	9,451	10,780	12,168	13,316	
5824 District Oversight Fees	38,467	45,236	52,731	59,391	
5830 Field Trips Expenses	72,876	39,445	44,567	48,771	
5839 Fundraising Expenses	7,948	8,345	8,596	8,853	
5843 Interest - Loans Less than 1 Year	2,064	2,167	2,232	2,299	
5845 Legal Fees	60,000	63,000	64,890	66,837	
5851 Marketing and Student Recruiting	28,000	20,000	20,600	21,218	
5857 Payroll Fees	4,766	4,909	5,056	5,208	
5861 Prior Yr Exp (not accrued)	13,446	-	-	-	
5863 Professional Development	70,000	10,000	10,300	10,609	
5869 Special Education Contract Instructors	363,656	140,000	144,200	148,526	
5872 Special Education Encroachment	12,681	12,689	12,304	13,516	
5881 Student Information System	28,000	31,938	36,050	39,452	
5887 Technology Services	60,000	73,000	72,000	78,795	
5900 Communications	12,000	15,000	15,450	15,914	
5915 Postage and Delivery	300	-	-	-	
SUBTOTAL - Services & Other Operating Exp.	2,549,084	2,149,188	2,217,805	2,281,955	
Depreciation Expense					
6900 Depreciation	16,414	14,539	1,045	-	
SUBTOTAL - Depreciation Expense	16,414	14,539	1,045	-	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-	-	
TOTAL EXPENSES	6,062,035	5,222,124	5,766,089	6,078,342	

Contra Costa School of the Perform
Monthly Cash Forecast
As of Apr FY2023

	2022-23													
	Actuals & Forecast												Forecast	Remaining Balance
Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Actuals	May Forecast	Jun Forecast	Forecast		
Beginning Cash	1,153,777	893,898	957,795	817,068	990,699	1,048,710	1,264,104	1,386,113	1,320,788	1,172,327	1,124,884	1,302,460		
REVENUE														
LCFF Entitlement	-	234,459	349,941	388,446	214,158	522,110	388,445	521,353	204,482	215,114	233,504	182,520	3,646,746	192,213
Federal Revenue	-	1,789	-	-	-	-	10,746	-	43,355	7,102	152,994	11,733	297,594	69,875
Other State Revenue	44,421	25,592	34,459	44,488	35,260	197,241	207,263	4,500	75,589	162,169	348,269	97,606	1,428,874	152,018
Other Local Revenue	6,246	8,938	8,801	29,214	14,196	6,065	12,555	14,942	15,658	55,048	(11,190)	(2,597)	157,876	-
Fundraising & Grants	303	951	198	45,000	207	1,504	275	217	222	-	12,285	12,285	73,447	-
TOTAL REVENUE	50,971	271,729	393,398	507,148	263,822	726,920	619,284	541,013	339,305	439,432	735,863	301,546	5,604,536	414,106
EXPENSES														
Certificated Salaries	76,042	202,895	196,313	182,799	200,668	174,904	173,925	168,681	179,596	167,735	180,200	187,700	2,091,459	-
Classified Salaries	12,744	49,697	48,699	39,272	33,427	28,474	24,439	37,695	33,901	27,357	45,093	44,412	425,212	-
Employee Benefits	66,712	69,875	72,059	56,882	58,878	52,062	57,280	54,790	57,474	50,145	61,856	45,670	703,683	-
Books & Supplies	7,665	13,636	12,287	49,484	50,768	41,411	2,535	4,228	42,374	9,190	15,706	26,901	276,183	-
Services & Other Operating Expenses	183,018	175,203	199,132	269,579	207,519	199,821	(2,971)	176,371	168,174	192,903	243,047	205,383	2,549,084	331,906
Capital Outlay & Depreciation	3,086	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,055	1,368	16,414	-
Other Outflows	1,544	-	-	136	-	-	-	(875)	-	-	(805)	-	-	-
TOTAL EXPENSES	350,811	512,518	529,701	599,363	552,471	497,884	256,419	442,102	482,730	448,542	546,152	511,434	6,062,035	331,906
Operating Cash Inflow (Outflow)	(299,840)	(240,789)	(136,303)	(92,215)	(288,650)	229,036	362,865	98,911	(143,425)	(9,110)	189,711	(209,888)	(457,498)	82,200
Revenues - Prior Year Accruals	90,919	201,980	30,735	153,704	271,067	16,967	(232)	(153,219)	11,861	40,061	13,659	30,644	-	-
Other Assets	49,482	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	3,086	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,055	1,368	-	-
Expenses - Prior Year Accruals	(58,746)	(862)	(46,149)	-	-	-	-	-	-	-	(10,640)	-	-	-
Accounts Payable - Current Year	(89,965)	68,278	(24,162)	60,028	42,209	(60,680)	(25,641)	(17,830)	(23,718)	(312)	(20,477)	-	-	-
Summerholdback for Teachers	(40,699)	6,939	6,802	6,804	5,034	1,721	5,384	5,602	5,610	5,502	4,268	4,268	-	-
Other Liabilities	85,885	27,139	27,139	44,098	27,139	27,139	(221,578)	-	-	(84,795)	-	-	-	-
Ending Cash	893,898	957,795	817,068	990,699	1,048,710	1,264,104	1,386,113	1,320,788	1,172,327	1,124,884	1,302,460	1,128,852		
Days Cash on Hand	54	58	49	60	63	76	84	80	71	68	79	68		

Contra Costa School of the Perform
Monthly Cash Forecast
As of Apr FY2023

	2023-24													
	Actuals & Forecast												Forecast	Remaining Balance
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	1,128,852	978,218	932,340	848,125	806,100	764,217	779,619	731,633	707,055	841,946	870,000	889,907		
REVENUE														
LCFF Entitlement	-	203,525	305,182	334,749	318,906	318,906	334,749	318,906	500,802	378,663	358,898	358,898	4,108,231	376,048
Federal Revenue	-	-	10,707	10,707	25,506	10,707	10,707	25,506	10,707	32,019	25,506	10,707	230,303	57,525
Other State Revenue	17,905	24,103	51,940	39,440	39,440	63,031	39,440	57,639	53,485	39,508	57,639	94,281	658,287	80,436
Other Local Revenue	-	-	9,842	9,842	9,842	67,342	9,842	9,842	9,842	9,842	9,842	9,842	213,416	57,500
Fundraising & Grants	2,115	2,115	2,115	2,115	2,115	2,115	2,115	2,115	2,115	2,115	2,115	2,115	25,382	-
TOTAL REVENUE	20,020	229,744	379,785	396,852	395,809	462,100	396,852	414,008	576,951	462,147	454,000	475,842	5,235,619	571,509
EXPENSES														
Certificated Salaries	49,365	157,882	158,882	158,882	158,882	166,382	158,882	158,882	158,882	158,882	158,882	166,382	1,811,066	-
Classified Salaries	11,532	29,541	29,541	29,541	29,541	29,541	29,541	29,541	29,541	29,541	29,541	29,541	336,482	-
Employee Benefits	48,294	52,254	57,815	52,455	51,562	53,069	58,708	52,455	52,455	48,542	48,542	35,863	612,016	-
Books & Supplies	12,151	39,411	54,011	21,473	21,473	21,473	21,473	21,473	21,473	21,473	21,473	21,473	298,833	-
Services & Other Operating Expenses	174,154	173,912	182,339	180,022	180,022	180,022	180,022	180,022	183,497	179,443	179,443	172,237	2,149,188	4,055
Capital Outlay & Depreciation	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	14,539	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	296,708	454,212	483,799	443,585	442,692	451,698	449,838	443,585	447,060	439,092	439,092	426,707	5,222,124	4,055
Operating Cash Inflow (Outflow)	(276,688)	(224,468)	(104,014)	(46,733)	(46,883)	10,402	(52,986)	(29,577)	129,891	23,054	14,907	49,135	13,495	567,454
Revenues - Prior Year Accruals	170,165	176,282	14,800	(291)	-	-	-	-	-	-	-	-	-	-
Other Assets	2,515	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-
Expenses - Prior Year Accruals	(888)	(2,693)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(46,950)	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	978,218	932,340	848,125	806,100	764,217	779,619	731,633	707,055	841,946	870,000	889,907	944,042		
Days Cash on Hand	59	56	51	49	46	47	44	43	51	53	54	57		

Contra Costa School of the Perform
Monthly Cash Forecast
As of Apr FY2023

	2024-25													
	Actuals & Forecast												Forecast	Remaining Balance
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	944,042	721,045	885,433	787,348	782,279	738,957	732,969	683,866	653,609	813,942	856,294	888,244		
REVENUE														
LCFF Entitlement	-	228,036	338,082	376,259	359,109	359,109	376,259	359,109	574,172	438,289	416,152	416,152	4,675,694	434,964
Federal Revenue	-	-	12,085	12,085	26,885	12,085	12,085	26,885	12,085	34,898	26,885	12,085	249,847	61,783
Other State Revenue	18,010	24,208	52,245	39,745	39,745	64,415	39,745	53,827	48,055	34,078	53,827	88,851	642,413	85,664
Other Local Revenue	-	-	11,714	11,714	11,714	69,214	11,714	11,714	11,714	11,714	11,714	69,214	232,140	-
Fundraising & Grants	2,320	2,320	2,320	2,320	2,320	2,320	2,320	2,320	2,320	2,320	2,320	2,320	27,843	-
TOTAL REVENUE	20,330	254,564	416,447	442,124	439,773	507,144	442,124	453,855	648,346	521,299	510,898	588,622	5,827,937	582,411
EXPENSES														
Certificated Salaries	46,374	183,389	184,419	184,419	184,419	209,419	184,419	184,419	184,419	184,419	184,419	209,419	2,123,953	-
Classified Salaries	13,247	31,796	31,796	31,796	31,796	31,796	31,796	31,796	31,796	31,796	31,796	31,796	363,006	-
Employee Benefits	56,422	61,845	68,152	62,053	61,036	66,073	69,168	62,053	62,053	57,539	57,539	44,804	728,736	-
Books & Supplies	13,528	43,808	60,288	23,769	23,769	23,769	23,769	23,769	23,769	23,769	23,769	23,769	331,546	-
Services & Other Operating Expenses	178,675	178,219	188,578	185,977	185,977	185,977	185,977	185,977	189,879	185,326	185,326	177,366	2,217,805	4,552
Capital Outlay & Depreciation	87	87	87	87	87	87	87	87	87	87	87	87	1,045	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	308,334	499,145	533,320	488,101	487,084	517,121	495,216	488,101	492,003	482,936	482,936	487,241	5,766,089	4,552
Operating Cash Inflow (Outflow)	(288,004)	(244,581)	(116,873)	(45,977)	(47,311)	(9,977)	(53,092)	(34,245)	156,344	38,363	27,961	101,381	61,847	577,858
Revenues - Prior Year Accruals	107,479	408,146	14,800	36,918	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	87	87	87	87	87	87	87	87	87	87	87	87	87	87
Expenses - Prior Year Accruals	(888)	(3,167)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(41,670)	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902	3,902
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	721,045	885,433	787,348	782,279	738,957	732,969	683,866	653,609	813,942	856,294	888,244	993,614		
Days Cash on Hand	43	53	47	47	45	44	41	39	49	52	53	60		

Contra Costa School of the Perform
Monthly Cash Forecast
As of Apr FY2023

	2025-26													
	Actuals & Forecast												Forecast	Remaining Balance
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	993,614	715,440	912,450	825,414	847,555	827,315	845,515	820,910	825,246	999,441	1,055,091	1,100,010		
REVENUE														
LCFF Entitlement	-	257,852	378,566	426,613	407,800	407,800	426,613	407,800	604,663	465,224	442,886	442,886	5,131,576	462,874
Federal Revenue	-	-	13,226	13,226	28,025	13,226	13,226	28,025	13,226	38,226	28,025	13,226	267,909	66,251
Other State Revenue	16,680	22,879	49,936	37,436	37,436	63,215	37,436	63,059	55,229	41,252	63,059	96,025	671,177	87,532
Other Local Revenue	-	-	12,477	12,477	12,477	69,977	12,477	12,477	12,477	12,477	12,477	69,977	239,772	-
Fundraising & Grants	2,465	2,465	2,465	2,465	2,465	2,465	2,465	2,465	2,465	2,465	2,465	2,465	29,582	-
TOTAL REVENUE	19,146	283,196	456,671	492,217	488,204	556,684	492,217	513,827	688,061	559,644	548,913	624,580	6,340,015	616,657
EXPENSES														
Certificated Salaries	62,785	195,156	196,217	196,217	196,217	221,217	196,217	196,217	196,217	196,217	196,217	221,217	2,270,112	-
Classified Salaries	13,751	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	375,176	-
Employee Benefits	63,988	66,375	72,873	66,589	65,542	70,582	73,920	66,589	66,589	61,822	61,822	47,300	783,991	-
Books & Supplies	14,679	48,219	66,255	26,439	26,439	26,439	26,439	26,439	26,439	26,439	26,439	26,439	367,108	-
Services & Other Operating Expenses	183,386	182,883	194,324	191,407	191,407	191,407	191,407	191,407	195,782	190,678	190,678	182,083	2,281,955	5,103
Capital Outlay & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	338,590	525,491	562,525	513,510	512,462	542,503	520,841	513,510	517,884	508,013	508,013	509,896	6,078,342	5,103
Operating Cash Inflow (Outflow)	(319,445)	(242,295)	(105,854)	(21,293)	(24,259)	14,181	(28,624)	317	170,176	51,631	40,900	114,684	261,673	611,553
Revenues - Prior Year Accruals	85,053	438,977	14,800	39,415	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(861)	(3,691)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(42,920)	4,019	4,019	4,019	4,019	4,019	4,019	4,019	4,019	4,019	4,019	4,019	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	715,440	912,450	825,414	847,555	827,315	845,515	820,910	825,246	999,441	1,055,091	1,100,010	1,218,712		
Days Cash on Hand	43	55	50	51	50	51	49	50	60	64	66	73		

Contra Costa School of the Performing Arts

2022-23

As of Apr FY2023

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Driver/ Rate Type
Revenues and related expenses					
Statewide LCFF Assumptions					
LCFF COLA	13.26%	8.22%	3.94%	3.29%	
TK-3 LCFF Base	9,166	9,919	10,310	10,649	
4-6 LCFF Base	9,304	10,069	10,466	10,810	
7-8 LCFF Base	9,580	10,367	10,775	11,129	
9-12 LCFF Base	11,102	12,015	12,488	12,899	
TK-3 Gr Span Adj	953	1,032	1,072	1,107	
9-12 Gr Span Adj	289	312	325	335	
School LCFF Assumptions					
LCFF per ADA	11,509	11,977	12,427	12,837	
ILPT per ADA	5,347	5,347	5,347	5,347	
Supplemental & Concentration Funding	222,986	302,199	364,073	400,007	
Unduplicated Pupil % (3 year avg)	34.09%	39.70%	42.22%	42.27%	
District UPP	47.91%	47.91%	47.91%	47.91%	
Other Federal and State Revenues					
EDCOE SELPA Federal Rate	146.81	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	820.00	886.67	886.67	886.67	ADA
LAUSD SPED Federal Rate	244.93	244.93	244.93	244.93	ADA
LAUSD SPED State Rate	970.62	970.62	970.62	970.62	ADA
Other SELPA Fed	0	0.00	0.00	0.00	
Other SELPA State	0	0.00	0.00	0.00	Flat Rate (NR)
Mandated Cost Reimbursements: K-8	18.34	19.85	20.63	21.31	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	50.98	55.17	57.34	59.23	Prior Year Enrollment
One Time Funding	0.00	0.00	0.00	0.00	Prior Year Enrollment
State Lottery Unrestricted	170.00	170.00	170.00	170.00	P-A ADA
State Lottery Restricted	67.00	67.00	67.00	67.00	P-A ADA
Absence Factor	1.04	1.04	1.04	1.04	Multiplier to state lottery rates
SB740 maximum per ADA	1,312.82	1,420.73	1,476.71	1,525.29	ADA
SB740 Lease & ADA Default Proration	90%	90%	90%	90%	
SB740 Other Costs Default Proration	0%	0%	0%	0%	
Fees					
Authorizer Fees	200001.00%	0.00%		0.00	
Special Education Encroachment Fees	0.03	0.03			% of Sped Revenue

Payroll					
Annual Pay Increase					
Certificated		5.00%	3.00%	3.00%	
Classified		5.00%	3.00%	3.00%	
Benefits					
STRS	19.10%	19.10%	19.10%	19.10%	% of eligible payroll
PERS	25.37%	26.68%	27.70%	28.30%	% of eligible payroll
PARS	3.75%	3.75%	3.75%	3.75%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	% of total payroll
Health & Welfare Benefits					Annual rate per employee
Yes	\$7,300	\$7,738	\$8,202	\$8,694	
H&W average annual increase	6.00%	6.00%	6.00%	6.00%	
In Lieu Medical Stipend				\$0	Annual stipend
FUTA Exempt Status					
FUTA %	0.60%	0.60%	0.60%	0.60%	% of eligible payroll
FUTA Tax Base	\$7,000	\$7,000	\$7,000	\$7,000	
SUTA %	5.50%	8.10%	8.10%	8.10%	% of eligible payroll
SUTA Tax Base	\$7,000	\$7,000	\$7,000	\$7,000	
ETT (part of SUTA)	\$7	\$7	\$7	\$7	Annual rate per employee
Workers Comp	1.25%	1.50%	1.50%	1.50%	% of total payroll

Coversheet

Consider approvals for services starting July 1, 2023.

Section:	VI. ADMINISTRATIVE ITEMS AND ANNOUNCEMENTS
Item:	C. Consider approvals for services starting July 1, 2023.
Purpose:	Vote
Submitted by:	
Related Material:	California-Service-Contract_2023_05_01.pdf

SERVICE CONTRACT

I. The Parties. This Service Contract (“Agreement”) made June 2 2023 (“Effective Date”), is by and between:

Service Provider: Marcia cleaning services 2006 (“Service Provider”),

AND

Client: Contra Costa School of Performing Arts, with a mailing address of 2730 Mitchell Dr, Walnut Creek, CA 94598, Walnut creek , California, 94598 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on June 2 2023 and terminate upon either Party providing 30 day(s) written notice to the other Party.

III. The Service. The Service Provider agrees to provide the following: CustodianLocation: Walnut Creek SchoolDuties and Responsibilities:Primary job is to a safe and clean environment for students and staff.Daily:Vacuum or mop all floorsEmpty all trash receptaclesClean & Sanitize all bathrooms, urinal, toilets, mirrors, & wet mop floorsImmediate clean-up of accidentsReport excessive need for clean-up in any classroom/areaClean door windows and sanitize doors/handles/knobs Remove gumRemove graffiti immediatelyMinor repairsClean locker rooms dailyWeekly:Dust shelves, locker tops, and window ledgesEmpty outside trash can weekly or sooner if neededReport excess need for clean up in any classroom/areaRemove scuff marks on the wallsWet mop & sanitize staff bathrooms (August & December)Clean trophy casesWash & disinfect trash receptaclesClean air handling ventsSweep, clean, wash bleachers downAnnual Summer:Window cleaning inside & outRua maintenanceDetail cleaning — all nooks & cranniesPaint/repair as needed or directedClean, sanitize, repair, & remove gum from all desks, chairs, and bathroom wallsRemove wax build up along seams of baseboard before waxingRoutine maintenance:Replenish or replace paper towels, toilet paper, soap, air fresheners

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Service Provider's mailing address mentioned in Section I.

IV. Payment Amount. The Client agrees to pay the Service Provider \$7,300.00 as a flat fee for performing the Service to the Client.

Hereinafter known as the “Payment Amount”.

V. Payment Method. The Client shall pay the Payment Amount on a monthly basis.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XV. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.

XVI. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California.

XVIII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XIX. Additional Terms & Conditions. price will by 10 percent every year

XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____

Print Name _____

Service Provider's Signature _____ Date _____

Print Name _____