



Contra Costa School of Performing Arts

Board Meeting

Date and Time

Tuesday August 22, 2023 at 5:30 PM PDT

Location

CCSPA 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.

All Board agendas and minutes will be published at cocospa.org. Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director's Office at (925) 235-1130.

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
<p>The Board will review the agenda and adopt as presented or take action to change the order of items.</p>			
II. PUBLIC COMMENTS			5:35 PM
<p>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.</p> <p>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.</p>			
A. Items on the Agenda	Discuss	Heather Vega	3 m
Review items on the agenda.			
B. Items not on the Agenda	Discuss	Heather Vega	3 m
III. CONSENT AGENDA			5:41 PM
<p>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.</p>			

	Purpose	Presenter	Time
A. Approve Meeting Minutes	Approve Minutes	Catherine Foster	1 m
Board will consider approval of minutes from July 25, 2023.			
IV. Executive Director Updates			5:42 PM
Executive Director to provide general updates.			
A. Executive Summary	Discuss	Catherine Foster	10 m
B. Approval of Organization Chart	Vote	Catherine Foster	5 m
V. Committee Reports			5:57 PM
A. Financial Committee Report	Discuss	Charles Hill	10 m
VI. Financial Update and Considerations			6:07 PM
A. Financial Update	Discuss	Catherine Foster	20 m
Candice will give the monthly financial report.			
B. Salary Schedules	Vote	Catherine Foster	10 m
Review updated salary schedules based on alignment with DMS.			
VII. Administrative Items			6:37 PM
A. Food Service Agreement	Vote	Adiagha Mbonisi	10 m
Board will consider the food service at CoCoSPA and vote on any necessary items.			
B. Ultimate FieldHouse Agreement	Vote	Catherine Foster	5 m
Proposal to use the Ultimate Fieldhouse.			
VIII. Board Retreat			6:52 PM
A. Board Retreat	Discuss	Catherine Foster	15 m
Board will discuss dates and agenda items for the upcoming Board Retreat and training.			
IX. CLOSED SESSION			7:07 PM

	Purpose	Presenter	Time
The Board will move to Closed Session.			
A. Public Employee Employment/Discipline/Dismissal Release (§ 54957)	Vote	Catherine Foster	15 m
Board will be updated regarding personnel hired and approve any Public Employee Discipline/Dismissal/Releases.			
B. Evaluation Executive Director	Discuss	Heather Vega	15 m
C. Prop 39	Vote	Catherine Foster	10 m
Review timing and needs for filing Prop 39.			
X.	RECONVENE TO OPEN SESSION		7:47 PM
A. Report Out	FYI	Heather Vega	3 m
The Board will report out on actions taken in Closed Session, if any.			
XI.	Closing Items		7:50 PM
A. Adjourn Meeting		Heather Vega	1 m

Coversheet

Approve Meeting Minutes

Section: III. CONSENT AGENDA
Item: A. Approve Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: 2023_07_25_board_meeting_minutes.pdf



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Tuesday July 25, 2023 at 5:30 PM

Location

2730 Mitchell Dr.

Walnut Creek, CA 94598

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Online

Mackenzie Ayers

1870 Pacific Ave. Apt 705

San Francisco, CA 94109

Zoom: <https://us06web.zoom.us/j/84711225639>

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Directors Present

A. Mbonisi, C. Hill, D. Wendt, L. McPhatter-Harris, M. Ayers (remote)

Directors Absent

G. Ponikvar, H. Vega

Guests Present

C. Foster, Debbie Howard (remote), Joanne Fountain (remote)

I. Opening Items

A. Call the Meeting to Order

L. McPhatter-Harris called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Jul 25, 2023 at 5:47 PM.

B. Record Attendance

C. Establishment of Quorum

D. Agenda Review and Adoption

D. Wendt made a motion to Approve the agenda.

C. Hill seconded the motion.

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

II. PUBLIC COMMENTS

A. Items on the Agenda

No public comments.

B. Items not on the Agenda

D. Wendt made a motion to To approve the consent agenda.

A. Mbonisi seconded the motion.

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

III. CLOSED SESSION

A. Executive Director Evaluation

Greg and Adiagha to work on Executive Director matrix. This would be an adhoc committee.

Semi-annual evaluation added to the contract.

Align with 30 days in advance of January and May.

Evaluation meeting would be June 1st and reported back to the board the 3rd week of July.

B. Public Employee Employment/Discipline/Dismissal Release (§ 54957)

C. Public Employment

D. Wendt made a motion to Motion to approve the contract for the Executive Director pending modications.

A. Mbonisi seconded the motion.

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

IV. RECONVENE TO OPEN SESSION

A. Report Out

Approved contract for new Executive Director, Catherine Foster.

No vote as there were no employee actions.

V. Compensation Study

A. Comparable Compensation Data

Topic was discussed previously and no action needed.

B. Executive Director Salary and Compensation

Topic was discussed in closed session and reported out.

C. Employment Agreement

D. Transition Plan

Charles and Greg spoke with Catherine Foster around what we need.

In term of Brandy's role, knowing who our contractors are. Look into reviewing all our contracts. Align Brandy with CBO. Once we finalize Candice's contract, we will finalize Brandy's. Certain about of time- no less than 30 or greater than 60.

VI. Financial Update and Considerations

A. Financial Update

Presentation from Delta Management Solutions (DMS)

Narrative presented each week

Budget vs. Actual summary

First budget will be first interim

B. Credit Card

D. Wendt made a motion to Motion to approve credit card for Catherine with the agreement to work out terms with the finance committee.

L. McPhatter-Harris seconded the motion.

In favor of getting a credit.

Look at our lines of credit.

Look at Costco, Amazon, Office Depot

Set up tracking system for approvals

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

C. Technology/Chromebook Purchase

Chromebooks - order 120

Catherine to reach out EdTech to see how much is left in the technology budget.

Look at other options

Source if we can get the Chromebook for less, we use them for the management license

Look for other funding options

Would like to get that price down. Get them by the 7th.

VII. Contract Approvals

A. CBO Service Proposal

D. Wendt made a motion to approve CBO service contract pending any changes Charles and Candice present.

L. McPhatter-Harris seconded the motion.

Charles will review proposal.

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

B. Food Service Agreement

Check in on the contract with Agave Corporation.

Look at ordering 75% of the enrollment for the first week.

Manage amount taken.

VIII. Board Retreat

A. Board Retreat

Does August 26th work?

Caprice to deliver training.

Determine location.

HR and communication between ED and board as a topic.

Mackenzie is a maybe.

Catherine to organize board retreat.

IX. Closing Items

A. Adjourn Meeting

L. McPhatter-Harris made a motion to Motion to adjourn.

A. Mbonisi seconded the motion.

Adjourned at 8:13 pm

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

Coversheet

Executive Summary

Section: IV. Executive Director Updates
Item: A. Executive Summary
Purpose: Discuss
Submitted by:
Related Material: Executive Summary August 2023 (1).pdf

Executive Summary

Prepared by Catherine Foster

August 17, 2023

Enrollment

Currently, our enrollment numbers are as follows below. The goal from the consultants and reported to the bondholders was 365 for this year.

Total: 371

6th: 63

7th: 56

8th: 97

9th: 45

10th: 41

11th: 29

12th: 40

Miguel Soza is working on enrolling new students daily. He has about 6 - 6th graders and a few high school students coming in this week. We are pushing social media, word of mouth and focused on retention by supporting our teachers, managing disruptions and trying to clearly communicate with families.

Our plan is to continue attending community events. He is going to meet with the principals at Meadow Homes and Cambridge to encourage them to apply for enrollment when it opens in the fall.

Williams Visit/Act

We've had visits from the county office for the Williams Act. The first was on August 3rd to review our physical space. The second was on August 17th to review our materials.

Here is the note from Neil:

I have been asked by the CCCOE Williams Team to send you the completed FIT report from your summer facilities inspections (see attached). I have also reviewed this as part of the charter's Annual Oversight Visit process.

As you will note, this report provides details about the state of your facilities and in particular, issues that you should be aware of and attempt to remedy. Unless you have been called out for an "extreme" condition that requires immediate remedy, there is no mandate at this time to take additional corrective action. However, it is highly recommended that you tackle at least some of the improvements and repairs that are noted, especially if you are in Williams as the final version of this document will be public and will also be shared with the CCCBOE. The general goal should be to be above 90% which brings you into the "good" category.

Additional message from the Williams Team:

“They can raise their scores by sending us [Sharon or Steve] completed work orders to show that deficiencies have been remedied. We will need these work orders no later than the end of the fourth week of their school year, and completed work orders must be specific as to where the situation was, and what exactly was done to fix the problem. As a suggestion, I’m attaching a sample of the way a couple of districts reported their work orders.”

Please see [attached report](#) from the physical space review. Sample [work order](#) submission. I am working with Melissa to remedy the missing items.

PBL (Project Based Learning) workshop

On August 7th we had an outside presenter, Dora Elena Medrano Ramos from Design Oakland, work with the teachers to break down and understand PBL. The teachers were invigorated and inspired. Please see links to what we did here > [Post-Workshop Recap](#)

New Assitant Principal

I will cover this in my employee report, but I have promoted Tiana Freiri-Foley to the position of Assitant Principal. I posted the position and she was the only applicant. She has several years of experience in Special Education in charter schools. Last year she was our Coordinator of Special Education after I stepped into the Associate Principal position. She will oversee Special Education, Induction (clearing credentials for new teachers), Math, English, and PE teachers/programs.

Mental Health Supports

We have a lot going on:

- We will have two interns this year from St. Mary’s. One is Kristen Freeman, a professor at St. Mary’s. The other is Roxana Rojas, a trainee intern from the counseling program at St. Mary’s. Kristen will be with us once a week for four hours working on social groups with students aligned with a grant she has received. Roxana will be with us three days a week for a total of 18 hours working with students who have 504s and drop-in counseling needs.
- Lorrان Garrison is our School Psychologist. She will be doing assessments and working with students who have minutes in their IEP.
- Dr. Susan Nachand is a parent and Clinical Psychologist specializing in working with students who have autism. She will be working two hours a week with some of our students with IEPs.
- Becky Cable is a parent and Behaviorist. She is also volunteering her time to work with students with more significant behavioral needs.
- We have purchased [The Herioc Journey Social Emotional Learning Curriculum](#). Lorrان Garrison is on the board of this organization. We have trained the teachers and Lorrان is adapting the lessons and creating slides for teachers to use in advisory.

ELOP Funds

We have received \$50,000 for Extended Learning Opportunities through the Creek. We currently have 17 families interested. The funds could cover 10 free spots or all spots with a \$17 co-pay. The funds are designated for 6th graders first.

Food Service

Our meal service is going really well. We are still determining the numbers, but we are hovering around 150 served at lunch and a little less at breakfast.

Students are enjoying the food. We have been working out some kinks. We tried to have one of our staff- Fabian Gutierrez, work as the meal service handler and JR Catering would just drop off, but Fabian needs to cover classes in his dual role as an Instructional Assistant, so it will not work to have him in that role. I spoke with Reyes Ramos, the President, and we have worked out an option where they provide the food service handler and we will pay them. This needs to be added to the contract. We are trying it out at this time. In addition, we have set up the team with PowerSchool log-ins so they can get students through the lines more quickly. We had one keypad and a Chromebook (which was too slow) We are looking at getting three laptops and keypads for students to input their codes. Jr. Catering has been wonderful to work with and the food is good and popular.

They have also brought in a new vending machine with beverages and healthy snacks. This was in the original contract I drew up, but seems to have been omitted from the final, so we are also adding this to the addendum.

SchoolMint

Kayla Knowles and I met with the implementation team for SchoolMint which will be our new enrollment system. We will be ready to launch on October 1st. The Enrollment Express process has been horrible. We are still cleaning up numbers and the biggest challenge has been getting demographic, contact and FRL information transferred over to PowerSchool.

iReady

Our new testing platform instead of NWEA MAP will be reading for our first test administration at the beginning of September. Students will take the assessment in September, January and April. The platform has features to help teachers target student needs and use it for instruction. It also offers teachers tools to assign students for support.

Bell Schedule

We've had some initial feedback about the bell schedule being confusing. We are looking at making some slight changes.

Coversheet

Approval of Organization Chart

Section: IV. Executive Director Updates
Item: B. Approval of Organization Chart
Purpose: Vote

Submitted by:

Related Material:

23-24 COCOSPA Org Chart.pdf

Supervisor of Enrollment and Family Engagement Job Description 23-24.docx-20230427120006.pdf

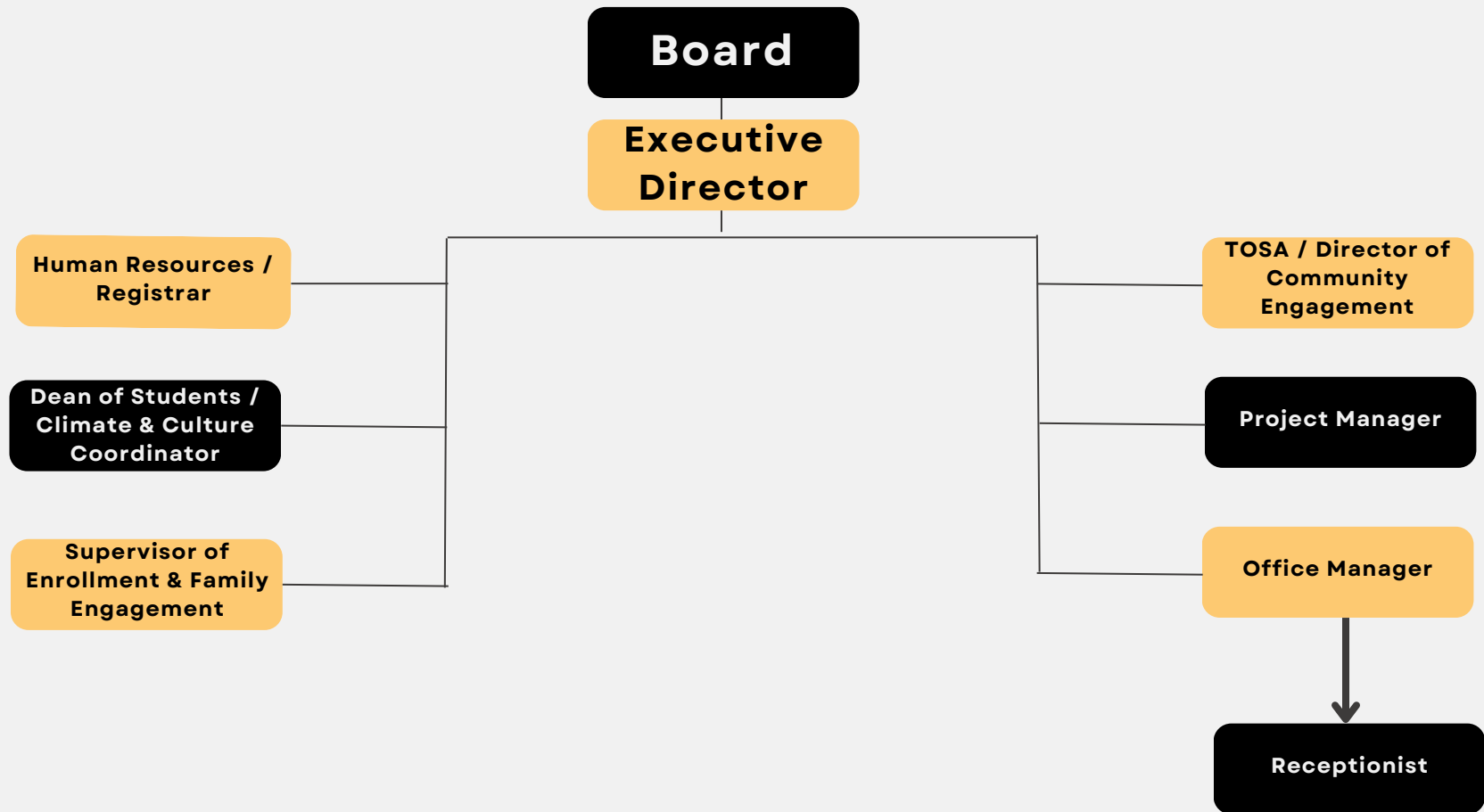
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Climate& Culture Specialist Job Description 23-24.docx.pdf

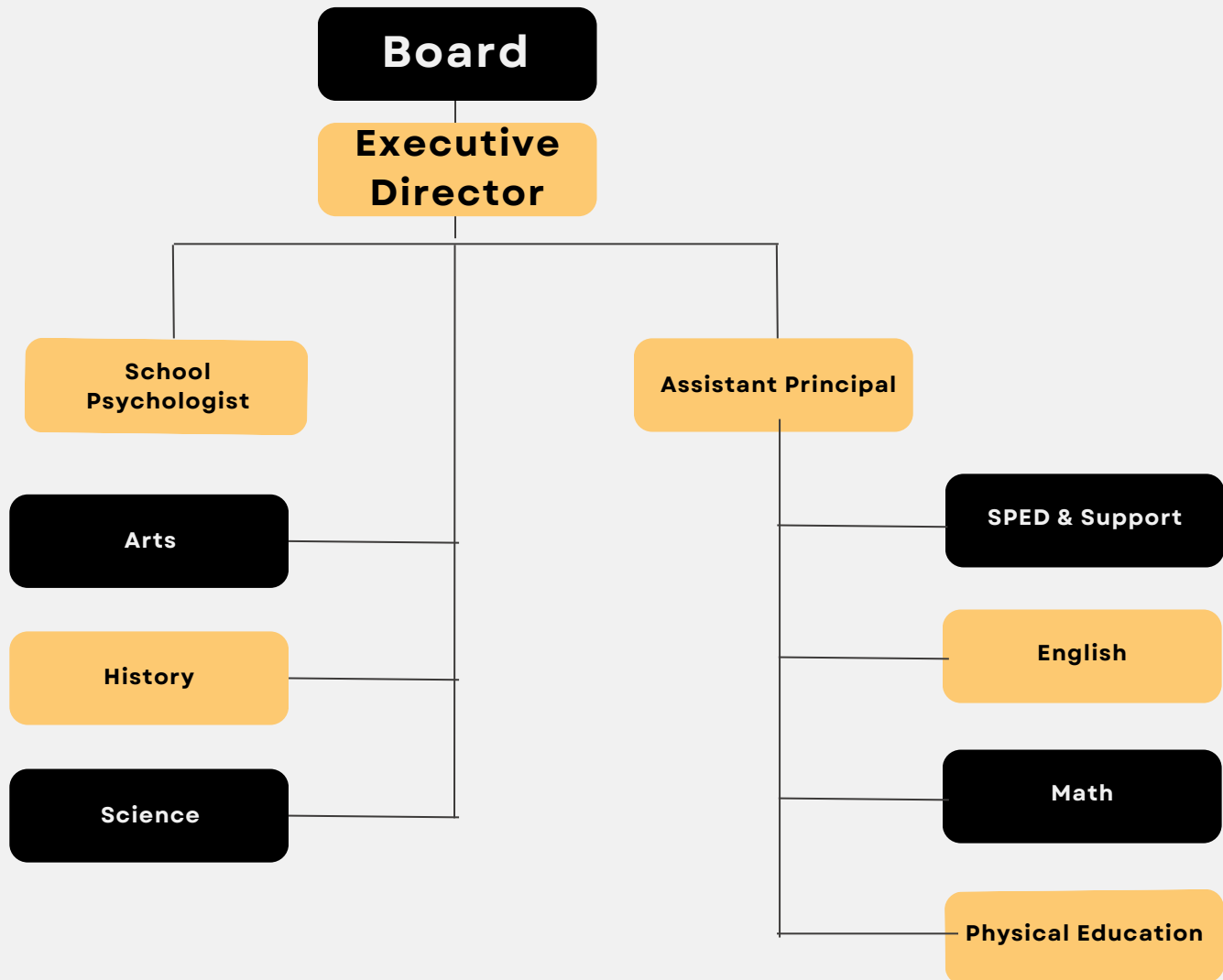
Receptionist 2023-2024.docx-20230706160311.pdf

Chief Business Operations Job Description 23-24.docx-20230629104321.pdf

COCOSPA ORGANIZATION CHART 2023-2024



COCOSPA ORGANIZATION CHART 2023-2024





Job Title: Supervisor of Enrollment and Family Engagement

Category: Classified

Work Year: 190 Days

Supervisor: Executive Director

About SPA

The Contra Costa School of Performing Arts (“SPA”) is a tuition-free, public, independent charter school located in Walnut Creek, CA. Founded in 2015 and opening doors to our first students in 2016, the school now serves grades 6-12. The mission of Contra Costa School of Performing Arts is to provide a distinguished, pre-professional experience in performing arts within a college and career preparatory setting. We believe in fostering a culture of excellence with the core values of rigor, relevance, resilience, and relationships.

Position Summary:

The Supervisor of Enrollment and Family Engagement will work to provide integrated student support by addressing out-of-school barriers to learning through partnerships with social and health service agencies and providers. They will work to gain family and community engagement by making the school a neighborhood hub providing adults with educational opportunities they want, such as ESL classes, green card or citizenship preparation, computer skills, etc. The Supervisor of Enrollment and Family Engagement will manage the complex joint work of multiple school and community organizations. The Supervisor of Enrollment and Family Engagement will also work to address chronic absenteeism and tardiness.

The Supervisor of Enrollment and Family Engagement will serve one school site in Walnut Creek, CA. The Supervisor of Enrollment and Family Engagement will partner closely with the mental health provider, office manager, school leaders, and other related service providers to provide direct social work services to help students succeed in their classrooms.



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This position is contingent on term-limited supplemental funding and will be reassessed annually.

The Supervisor of Enrollment and Family Engagement will report to the Executive Director.

Essential Functions:

Duties will include, but not be limited to:

- Design & coordinate student and family support by coordinating, connecting and supporting the people and programs, externally and internally, related to student and family support (i.e. expanded learning: behavioral health; and family engagement and support) to each other and to the core mission and priorities of the school and students
- In collaboration with School Leaders, develop partnerships by establishing and implementing protocols to manage and maintain quality, deep and focused partnerships such that everyone on the school site is working towards common goals for student success and wellness.
- Serve as a resource to connect participants with appropriate partners related to housing, career and education, childcare, health care, family budgeting, and more.
- Design and facilitate parent trainings and workshops based on the needs of the community.
- Communicate regularly with other stakeholders related to the child (teachers, doctors, health workers, social service workers) and monitor and document participants' progress according to individual growth plans.
- Plan and facilitate bi-monthly Campus Community Advisory Board (CCAB) meetings which will include school staff, families



CoCoSPA

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and relevant community agencies. The CCAB will meet to review the progress of our CareCorps effort and its continuous improvement.

- Work with families to align parent growth plans with student growth plans, supporting family engagement with the student's experience in school. Collaborate with and be a part of any coordinated meetings as the CareCorps Coordinator.
- Conduct home visits as needed and as applicable to support families with access.
- Provide professional development trainings to school staff as-needed regarding best practices in community resources.
- Provide consultation with parents, teachers, and other appropriate staff regarding the student's program and any adaptations/materials needed to facilitate improved performance in the classroom or at home.
- Maintain relationships and effectively communicate with school leaders, teachers, and parents in all facets of the position.
- Ensure the Integrated MTSS Team is viewed as positive supports to the organization's mission that are fully aligned with CoCoSPA's Core Values, and not as bureaucratic obstacles to serving the needs of the students.
- Support with translation services and materials as needed.
- Other duties as assigned by the Administrative Team.

Qualifications:

- Required: Fluent in Spanish
- Bachelor's Degree preferred
- Background in social work preferred
- PPS Credential in Social Work preferred



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- 2+ years of community outreach experience supporting parents who have experienced trauma and/or crises (e.g. homelessness, domestic violence), and have deep knowledge of the resources available to families
- Experience working with students with a range of disabilities (learning disabilities, emotional and behavioral disorders, autism, etc.) (highly preferred)
- Communication: strong writing and public speaking skills, and feel comfortable leading and facilitating large groups.
- Experience coaching and advocating for others in a way that is compassionate, strength-based and non-judgmental.
- Embodies empathy and embraces cultural differences; you recognize and know how to navigate groups and individuals representing a range of needs, abilities and socioeconomic backgrounds.
- Able to balance multiple priorities - meeting with families, preparing for sessions, entering data - gracefully and with practiced personal organization and time management.
- Natural problem solver, fixer and finder of resources; in moments of tension, you defuse and resolve conflict.
- Self-aware and self motivated, and have a strong desire to learn.
- Comfortable in ambiguity and environments that change rapidly.
- Strong organizational skills as demonstrated by the ability to effectively manage multiple tasks
- Thrive in a fast-paced, dynamic work environment
- Ability to be flexible and adaptive in a work environment that is still evolving
- Possession of a valid California driver's license: willingness to provide own transportation in conduct of work assignments as



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you will be required to travel from site to site to work with students and faculty at all sites (mileage reimbursed)

Additional Details:

- The Supervisor of Enrollment and Family Engagement position will be on the site-based staff calendar, which includes paid time off for holidays and traditional school breaks.
- This role and working with families often requires work on evenings and weekends.



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Job Title: Climate & Culture Specialist

Category: Classified

Work Year: 190 Days

Supervisor: Executive Director

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Position Summary:

As the Dean of Students and Campus Supervisor at Contra Costa School of Performing Arts, you will serve as a vital member of our school community, fostering a positive and supportive environment for our students. In this role, you will be responsible for student support, campus supervision, and assisting the administration. This position does not require a credential and does not have the authority to suspend students.

The Climate & Culture Specialist will report to the Executive Director.

Responsibilities:

Student Support:

- Foster a positive and inclusive school culture that supports the academic, artistic, and personal growth of our students.
- Provide guidance and counseling to students on academic, social-emotional, and career-related matters.
- Collaborate with teachers, parents, and other staff members to develop individualized student support plans.



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- Monitor student attendance, behavior, and academic progress, identifying areas of concern and implementing appropriate interventions.
- Organize and facilitate student workshops and programs on topics such as study skills, time management, and conflict resolution.

Campus Supervision:

- Maintain a safe and secure campus environment by monitoring student activities, common areas, and facilities.
- Supervise students during transitions, recess, lunch, and before/after-school activities.
- Enforce school policies and procedures regarding student conduct, dress code, and campus safety.
- Respond promptly to incidents, accidents, or emergencies, following established protocols.
- Collaborate with the administration and other staff members to ensure the implementation of appropriate safety measures.

Student Activities and Events:

- Coordinate and support extracurricular activities, clubs, and student organizations.
- Assist in the planning and execution of school-wide events, including performances, showcases, and exhibitions.
- Encourage student participation in community service initiatives, competitions, and artistic endeavors.
- Collaborate with teachers and staff to create a vibrant and engaging school culture that celebrates the performing arts.

Administrative Support:

- Maintain accurate student records, including attendance, discipline, and academic documentation.
- Prepare reports on student behavior, incidents, and interventions as required.



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- Assist the administration in implementing school policies and procedures.
- Attend meetings and collaborate with the administrative team on school-wide initiatives.
- Communicate effectively with parents, teachers, and stakeholders regarding student support and campus-related matters.

Qualifications:

- High school diploma or equivalent; Associate's or Bachelor's degree in education or related field is preferred.
- Previous experience working with students in an educational or performing arts setting is desirable.
- Excellent interpersonal and communication skills to interact effectively with students, parents, and staff.
- Strong understanding of student development and support strategies.
- Ability to maintain a positive and nurturing environment that aligns with the school's performing arts focus.
- Demonstrated organizational skills and attention to detail.
- Ability to handle sensitive and confidential information with professionalism and discretion.
- Flexibility to adapt to the unique needs of a performing arts charter school.

Please note that this job description is a general overview, and some responsibilities may vary based on the specific needs of Contra Costa School of Performing Arts.

Skill in:

- Effective communication
- Managing student activities
- De-escalation techniques/Behavior modification
- Conflict resolution strategies



- Building rapport and relationships of respect w/ a diverse community

Establishing and maintaining effective work relationships with others Ability to:

- Act independently in responding appropriately to student behavior problems.
- Exercise sound judgment in maintaining safe and orderly conditions in and around school facilities.
- Have sufficient mobility with or without accommodation to perform the duties of the position.
- Learn and interpret school rules, policies, and procedures.

Additional Details:

- The Dean of Students & Campus Supervisor position will be on the site-based staff calendar, which includes paid time off for holidays and traditional school breaks.
- This role and working with families often requires work on evenings and weekends.

Nondiscrimination Notice & Statement: Contra Costa School of Performing Arts is a free, public school chartered by the Contra Costa County of Education. SPA does not discriminate on the basis of actual or perceived race, sex, color, citizenship, gender, academic history, academic preparation, creed, English proficiency, ethnicity, disability, gender expression, sexual orientation, disability, ancestry, gender identity, gender expression, genetic information, marital status, medical condition, military or veteran status, political affiliation or activity, home language, home living situation, immigration status, learning differences, national origin, parental/guardian marital status, political affiliation, religious or spiritual practice, or association with a person or a group with one or more of these actual or perceived characteristics in its program or activities and provides equal access to the Boy Scouts and other designated youth groups. The following employee has been designated to handle questions and complaints of alleged



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discrimination: Title II Coordinator, Title IX Coordinator, 504 Plans: Catherine Foster,
catherine.foster@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598



Job Title: Receptionist
Category: Classified
Work Year: 185 Days
Supervisor: Executive Director or Designee

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Role Summary

The receptionist at Contra Costa School of Performing Arts provides a warm and friendly welcome to visitors; answers phones; records attendance; provides parental support as needed; monitoring assigned duties; and providing information, recommendations, and/or direction as may be requested by the administration. Finalists for this position will be asked to get their fingerprints and background check completed prior to starting.

Key Responsibilities

- Answers all incoming phone calls, welcomes visitors, meet their needs and requests in a friendly manner
- Manages to respond to and ensures responses to walkie-talkie requests.
- Data entry to support attendance and enrollment.
- Calls for students when parents come to pick them up early.
- Takes careful messages and passes them to the appropriate parties.
- Supports assigned administrative personnel for the purpose of providing assistance with their functions and responsibilities.
- Records attendance.
- Maintain appropriate confidentiality at all times.
- Other duties as assigned.

Qualifications

- Minimum high school diploma or equivalent
- Time management skills and the ability to easily shift priorities in a demanding and ever-changing environment
- The ability to demonstrate initiative and work independently in the absence of specific

- The ability to interpret and apply policies and procedures
- The ability to maintain a friendly demeanor while working in a busy office



Job Title: Chief Business Official

Category: Classified

Work Year: 230 Days

Supervisor: Executive Director

About SPA

The Contra Costa School of Performing Arts (“SPA”) is a tuition-free, public, independent charter school located in Walnut Creek, CA. Founded in 2015 and opening doors to our first students in 2016, the school now serves grades 6-12. The mission of Contra Costa School of Performing Arts is to provide a distinguished, pre-professional experience in performing arts within a college and career preparatory setting. We believe in fostering a culture of excellence with the core values of rigor, relevance, resilience, and relationships.

Position Summary:

As the Chief Business Official at Contra Costa School of Performing Arts, you will serve as a vital member of our school community, fostering a positive and supportive environment for our students. In this role, you will be responsible for overall administrative responsibilities for all business services and operations of the school including planning, fiscal management, nutrition services, purchasing, and facilities. Essential functions include budget development, in partnership with our back office; control of school funds; ongoing budget analysis, monitoring, and reporting of categorical programs and special projects, including grants and entitlements; performing professional accounting, budgeting, and financial functions on all school accounts and categorical programs; preparation and filing of required local, state and federal fiscal reports; and performs other duties as assigned. The CBO will oversee human resources, accounting, office management, facilities, enrollment, and all other fiscal responsibilities.

The Chief Business Official will report to the Executive Director.

Responsibilities:

Organizational Leadership & Strategy:

- As a member of Contra Costa School of Performing Arts Executive Leadership Team, serves as a strategic advisor and thought partner to the Executive



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Director (ED) and other senior leaders, working to advance the vision and mission.

- Lead and implement Contra Costa School of Performing Arts' short and long-range strategic planning efforts and maintain the multi-year financial model. In partnership with the Executive Director, leadership team, and members of the Board of Directors, set financial targets to ensure strong financial health and financial sustainability.
- Supervise and evaluate the District/ School central office support team; provide support to school leadership and campus staff, emphasizing a culture of excellent customer service.
- In collaboration with the Executive Director, lead finance committee meetings of Charthouse Public Schools; make presentations to the board on monthly financials or pending facility projects.
- Serve as an ambassador for Charthouse Public Schools/ Contra Costa School of Performing Arts internally and externally - communicate proactively, knowledgeably, and passionately about Charthouse Public Schools/ Contra Costa School of Performing Arts' vision and mission.
- Ensure all record keeping follows legal and statutory requirements, including cumulative files (student) and personnel files.

Finance:

- Responsible for working with the back office for all district & school business services and operations which would include the accuracy of financial accounting, auditing, and reporting as required by state and federal code regulations and District/ School policy.
- Planning, coordinating, and preparing financial data related to the analysis of revenues and expenditures for the annual budget and interim financial reports.
- Develops and presents clear and easy-to-read financial analysis summaries as needed.
- Develops systems to monitor and analyze critical financial information so as to ensure the district's fiscal integrity.
- Maintains all accounting records including performing the annual clos of books and SACS file



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- Ensures smooth and timely audit, providing necessary documents and information to auditors
- Develop and lead the budgeting process for all school departments; meet regularly with the leadership team and school leaders to review financial information and help build their business acumen.
- Attends all board meetings and prepares necessary documents, including agendas and minutes.
- Supervises and approves all payroll, accounts payable, and accounts receivable transactions
- Ensures deposits are made regularly and any billings are prepared promptly
- Reviews all local bank reconciliations and prepares the Cash in County reconciliation monthly
- Participates in the LCAP development and annual update process and prepares all associated budget and financial estimates
- Maintains Revolving Fund, Student Body Fund, after-school programs, grants, enrichment funds, and field trip funds
- Reviews applicable laws, code regulations and an understanding of California Education Code
- Determines student enrollment projections and estimated funding from local, state and federal sources.
- Assists the Executive Director with the determination of staffing, maintenance, and operational needs of the District
- Develops procedures and supervises the internal operation of the business services department, including receipt, disbursement, and timely and accurate financial reporting
- Monitors and projects cash flow
- Audits contracts, purchase orders, claims, warrants, journal entries, and transfers in conformance with legal requirements and district policies
- Maintains accurate inventory system for all district property and maintains Facility Use Requests
- Directs and oversees the preparation of reports required by the County Office of Education, the state and federal government, the superintendent, the board, other authorized officials or agencies



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- Serves as the District Risk Manager and interface to the general liability insurance provider
- Participates in training to meet safety and/or technology standards

Supervisory:

- Organizes, supervises, trains, and evaluates business department personnel in all areas of their work including, but not limited to, budget control, accounts payable, purchasing, general accounts receivable, general ledgers of each district fund, payroll and related distribution of fringe benefits, attendance accounting, inventories, and district equipment and facilities inventory
- Supervises, monitors, and performs accounting related to the food service program
- Supervises maintenance, janitorial, landscaping, etc.

Facilities:

- Plans, organizes, and supervises facility maintenance, additions, and upgrades keeping health and safety as a priority
- Assists in planning for new facilities including the acquisition of financing, site selection, architect selection, inspector selection, and design
- Assists/ oversees any work with Proposition 39 with the local district to secure an appropriate site.
- Monitors, supports, and reviews school site emergency plans.
- Supervises school safety checks and resolution of safety issues.
- Prepares expenditure reports for the California School Finance Authority or other governmental bodies.
- Monitors water systems
- **Public Bond reporting, management, & negotiations.**

Enrollment:

- Oversee and manage Charthouse Public Schools/ Contra Costa School of Performing Arts outreach and enrollment efforts, including retention
- Ensure that Charthouse Public Schools/ Contra Costa School of Performing Arts has an enrollment plan that takes into account historical enrollment



trends, facility capacity, budget requirements, and school program requirements.

Qualifications:

- Bachelor's degree in Business Administration, Finance, and/or Accounting
- Three years of experience in school business administration, including the development of SACS reports
- A knowledge of planning, organization, and direction of the business and finance division of a school district.
- An understanding of business management principles and processes, including budget preparation and control
- An ability to lead, plan, direct, and evaluate the work of others.
- Knowledge of applicable laws, code regulations and an understanding of the California Education Code sections related to budgeting, accounting, records management, and auditing.
- Knowledge of public bond financing and reporting, debt service obligations, and cash management

Preferred Qualifications:

- Possession of Certified Public Accountant certification
- Knowledge of best practices in Human Resources

Please note that this job description is a general overview, and some responsibilities may vary based on the specific needs of Charthouse Public Schools/ Contra Costa School of Performing Arts.

Nondiscrimination Notice & Statement: Contra Costa School of Performing Arts is a free, public school chartered by the Contra Costa County of Education. SPA does not discriminate on the basis of actual or perceived race, sex, color, citizenship, gender, academic history, academic preparation, creed, English proficiency, ethnicity, disability, gender expression, sexual orientation, disability, ancestry, gender identity, gender expression, genetic information, marital status, medical condition, military or veteran



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status, political affiliation or activity, home language, home living situation, immigration status, learning differences, national origin, parental/guardian marital status, political affiliation, religious or spiritual practice, or association with a person or a group with one or more of these actual or perceived characteristics in its program or activities and provides equal access to the Boy Scouts and other designated youth groups. The following employee has been designated to handle questions and complaints of alleged discrimination: Title II Coordinator, Title IX Coordinator, 504 Plans: Catherine Foster, catherine.foster@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598

Coversheet

Salary Schedules

Section: VI. Financial Update and Considerations
Item: B. Salary Schedules
Purpose: Vote
Submitted by:
Related Material: 23-24 CCSPA Salary Schedule.pdf

CoCoSPA Certified Teacher Salary Schedule 2023-2024

STEPS	0-44	45-59	60-74	75+
1	61,641.70	63,049.60	64,894.50	66,792.60
2	62,842.50	64,803.30	66,845.80	68,951.00
3	64,448.00	66,553.20	68,861.70	71,191.10
4	66,114.30	68,481.70	70,951.70	73,503.40
5	67,826.20	70,412.10	73,117.70	75,922.10
6	69,585.60	72,399.50	75,352.10	78,424.40
7	71,402.00	74,459.10	77,664.40	81,019.80
8	73,273.50	76,585.20	80,064.10	83,710.20
9	75,194.40	78,779.70	82,545.50	86,501.30
10	77,181.80	81,040.70	85,106.70	89,396.90
11	77,181.80	83,381.50	87,768.60	92,406.50
12	77,181.80	85,792.60	90,514.10	95,526.30
13	77,181.80	88,792.60	93,364.10	98,762.00
14	99,922.90			
15	101,099.00			
16	102,292.20			
17	103,496.80			
18	104,714.70			
19	105,945.90			
20	107,196.10			
21	108,457.70			
22	109,736.40			
23	111,028.40			
24	112,333.70			
25	113,654.20			

ADVANCED DEGREES

CoCoSPA personnel will receive a stipend above base salary placement for the following:

Masters Degree from an accredited institution—\$1,590.80

Doctorate (e.g., E.D. or Ph.D.) from an accredited institution—\$1,590.80

National Board Certification—\$1,590.80

Bilingual Cross-cultural Language in Academic Development (BCLAD) certification—\$1,590.80

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

Class I: Teachers with a B.A. degree plus up to 44 semester units

Class II: Teachers with a B.A. degree plus 45 – 59 semester units

Class III: Teachers with a B.A. degree plus 60 – 74 semester units

Class IV: Teachers with a B.A. degree plus 75 – or more semester units

The units required must be accredited college credits in upper-division or graduate courses, and must be taken after the date of the Bachelor's Degree.

New and returning unit members shall have until October 31 to submit documentation of credits for salary placement for the current school year. Should units not be submitted by the deadline, credit for salary advance **Step (Years* of teaching at SPA)**

To count **Column (Years* of prior certificated teaching experience)**

- Longevity bonus of \$2K (off schedule and requires a signed contract for the following school year) for Teachers
- A year of service must include completion of at least 3/4 of the contractual calendar

Sub Compensation
Hourly Sub: \$30.00/hr
Per Period Sub: \$75.00/per period

Teacher Stipend	Amount
Master's Degree*	\$1,000.00
Doctorate Degree*	\$1,000.00
Credential Addition**	\$500.00
Yearbook	\$2,000.00
Leadership	\$4,000.00
Grade Level Lead	\$3,000.00
Art Major Director	0.15 TOSA
Art Performance Director***	Variable

*Must be in Education or subject matter being currently taught by respective teacher

**Must be prearranged with administration and support current or future assignments

***Based on the type of performance and time required outside of school hours

Teaching Assignm FTE Value

1 section	0.15 FTE
2 sections	0.30 FTE
3 sections	0.45 FTE
4 sections	0.60 FTE
5 sections	0.75 FTE**
6 sections	1.0 FTE***

*Assignment sections can be comprised of subject courses, advisory, intervention, or other pre-determined special assignments ("TOSA")

**Eligibility for benefits kicks in at 0.75 FTE

*** A 0.10 FTE prep is a benefit afforded to full time teachers only

	Counselor	Psychologist	HR Specialist	SLP	Social Worker	Dean	Office Manager	Coordinator	Director	Assistant Principal	Principal	ED*
1	\$62,400.00	\$83,200.00	\$69,451.00	\$62,400.00	\$62,400.00	\$62,400.00	\$40,570.00	\$72,800.00	\$83,200.00	\$115,512	\$127,867.00	\$124,800.00
2	\$64,272.00	\$85,696.00	\$70,945.00	\$64,272.00	\$64,272.00	\$64,272.00	\$41,787.10	\$74,984.00	\$85,696.00	\$119,612.00	\$132,480.00	\$128,544.00
3	\$66,200.16	\$88,266.88	\$72,280.00	\$66,200.16	\$66,200.16	\$66,200.16	\$43,040.71	\$77,233.52	\$88,266.88	\$123,712.00	\$137,093.00	\$132,400.32
4	\$68,186.16	\$90,914.89	\$73,694.00	\$68,186.16	\$68,186.16	\$68,186.16	\$44,331.93	\$79,550.53	\$90,914.89	\$127,812.00	\$141,706.00	\$136,372.33
5	\$70,231.75	\$93,642.33	\$75,192.00	\$70,231.75	\$70,231.75	\$70,231.75	\$45,661.89	\$81,937.04	\$93,642.33	\$131,912.00	\$146,319.00	\$140,463.50
6	\$72,338.70	\$96,451.60	\$76,690.00	\$72,338.70	\$72,338.70	\$72,338.70	\$47,031.75	\$84,395.15	\$96,451.60	\$136,012.00	\$150,932.00	\$144,677.40
7	\$74,508.86	\$99,345.15	\$78,229.00	\$74,508.86	\$74,508.86	\$74,508.86	\$48,442.70	\$86,927.01	\$99,345.15	\$140,112.00	\$155,545.00	\$149,017.73
8	\$76,744.13	\$102,325.51	\$79,789.00	\$76,744.13	\$76,744.13	\$76,744.13	\$49,895.98	\$89,534.82	\$102,325.51	\$144,212.00	\$160,158.00	\$153,488.26
9	\$79,046.45	\$105,395.27	\$81,370.00	\$79,046.45	\$79,046.45	\$79,046.45	\$51,392.86	\$92,220.86	\$105,395.27	\$148,312.00	\$164,771.00	\$158,092.91
10	\$81,417.85	\$108,557.13		\$81,417.85	\$81,417.85	\$81,417.85	\$52,934.85	\$94,987.49	\$108,557.13			\$162,835.69
11	\$83,860.38	\$111,813.84		\$83,860.38	\$83,860.38	\$83,860.38	\$54,522.69	\$97,837.11	\$111,813.84			\$167,720.76
12	\$86,376.19	\$115,168.26		\$86,376.19	\$86,376.19	\$86,376.19	\$56,158.37	\$100,772.23	\$115,168.26			\$172,752.39
13	\$88,967.48	\$118,623.31		\$88,967.48	\$88,967.48	\$88,967.48	\$57,843.12	\$103,795.39	\$118,623.31			\$177,934.96
14	\$91,636.50	\$122,182.00		\$91,636.50	\$91,636.50	\$91,636.50	\$59,578.41	\$106,909.25	\$122,182.00			\$183,273.01
15	\$94,385.60	\$125,847.47		\$94,385.60	\$94,385.60	\$94,385.60	\$61,365.77	\$110,116.53	\$125,847.47			
16	\$97,217.17	\$129,622.89		\$97,217.17	\$97,217.17	\$97,217.17	\$63,206.74	\$113,420.03	\$129,622.89			
17	\$100,133.68	\$133,511.58		\$100,133.68	\$100,133.68	\$100,133.68	\$65,102.94	\$116,822.63	\$133,511.58			
18	\$103,137.69	\$137,516.92		\$103,137.69	\$103,137.69	\$103,137.69	\$67,056.03	\$120,327.31	\$137,516.92			
19	\$106,231.82			\$106,231.82	\$106,231.82	\$106,231.82	\$69,067.71	\$123,937.13	\$141,642.43			
20	\$109,418.78			\$109,418.78	\$109,418.78	\$109,418.78	\$71,139.74	\$127,655.24	\$145,891.70			
21	\$112,701.34			\$112,701.34	\$112,701.34	\$112,701.34	\$73,273.93	\$131,484.90	\$150,268.45			
22	\$116,082.38			\$116,082.38	\$116,082.38	\$116,082.38	\$75,472.15	\$135,429.44	\$154,776.51			
23				\$119,564.85			\$77,736.32	\$139,492.33				
24				\$123,151.80			\$80,068.40	\$143,677.10				
25				\$126,846.35								
26				\$130,651.74								
27												

Step
Position
Position salary cap
Placement based on Board-approved comp study

	Office Manager	Climate & Culture Spec	HR Manager	Registrar	Admin Assistant	Food Services Assistant	Campus Supervisor	Instructional Assistant	Counseling Intern	Counseling Credentialed
1	\$24.00	\$24.00	\$24.00	\$24.00	\$18.00	\$15.50	\$16.00	\$17.00	\$15.50	\$47.00
2	\$24.72	\$24.72	\$24.72	\$24.72	\$18.54	\$16.00	\$16.48	\$17.51	\$16.00	\$48.41
3	\$25.46	\$25.46	\$25.46	\$25.46	\$19.10	\$16.48	\$16.97	\$18.04	\$16.48	\$49.86
4	\$26.23	\$26.23	\$26.23	\$26.23	\$19.67	\$16.97	\$17.48	\$18.58	\$16.97	\$51.36
5	\$27.01	\$27.01	\$27.01	\$27.01	\$20.26	\$17.48	\$18.01	\$19.13	\$17.48	\$52.90
6	\$27.82	\$27.82	\$27.82	\$27.82	\$20.87	\$18.01	\$18.55	\$19.71	\$18.01	\$54.49
7	\$28.66	\$28.66	\$28.66	\$28.66	\$21.49	\$18.55	\$19.10	\$20.30	\$18.55	\$56.12
8	\$29.52	\$29.52	\$29.52	\$29.52	\$22.14	\$19.10	\$19.68	\$20.91	\$19.10	\$57.80
9	\$30.40	\$30.40	\$30.40	\$30.40	\$22.80	\$19.68	\$20.27	\$21.54	\$19.68	\$59.54
10	\$31.31	\$31.31	\$31.31	\$31.31	\$23.49	\$20.27	\$20.88	\$22.18	\$20.27	\$61.32
11	\$32.25	\$32.25	\$32.25	\$32.25	\$24.19	\$20.88	\$21.50	\$22.85	\$20.88	\$63.16
12	\$33.22	\$33.22	\$33.22	\$33.22	\$24.92	\$21.50	\$22.15	\$23.53	\$21.50	\$65.06
13	\$34.22	\$34.22	\$34.22	\$34.22	\$25.66	\$22.15	\$22.81	\$24.24	\$22.15	\$67.01
14	\$35.24	\$35.24	\$35.24	\$35.24	\$26.43	\$22.81	\$23.50	\$24.97	\$22.81	\$69.02
15	\$36.30	\$36.30	\$36.30	\$36.30	\$27.23	\$23.50	\$24.20	\$25.71	\$23.50	\$71.09
16	\$37.39	\$37.39	\$37.39	\$37.39	\$28.04	\$24.20	\$24.93	\$26.49	\$24.20	\$73.22
17	\$38.51	\$38.51	\$38.51	\$38.51	\$28.88	\$24.93	\$25.68	\$27.28	\$24.93	\$75.42
18	\$39.67	\$39.67	\$39.67	\$39.67	\$29.75	\$25.68	\$26.45	\$28.10	\$25.68	\$77.68
19	\$40.86	\$40.86	\$40.86	\$40.86	\$30.64	\$26.45	\$27.24	\$28.94	\$26.45	\$80.01
20	\$42.08	\$42.08	\$42.08	\$42.08	\$31.56	\$27.24	\$28.06	\$29.81	\$27.24	\$82.41

Step
Position

Coversheet

Food Service Agreement

Section: VII. Administrative Items
Item: A. Food Service Agreement
Purpose: Vote
Submitted by:
Related Material:
COCOSPA - JR CATERING SY 202-24 SCHOOL LUNCH CONTRACT revised 8-21-2023.pdf

AGREEMENT TO PROVIDE MEALS

This Agreement to Provide Meals (“**Agreement**” or “**Contract**”) dated June 9, 2023 is made by and between Contra Costa School of Performing Arts “**Partner**”), located at 2730 Mitchell Drive, Walnut Creek, CA 94598 and the Vendor (“**Vendor**” or “**JR Catering**”), located at [Click or tap here to enter text](#). Partner and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

A. Services. Vendor shall furnish to Partner the services, as fully described in the attached Exhibit "A" and incorporated into this Agreement by reference (“**Services**” or “**Statement of Work**” or “**SOW**”).

B. Term and Termination

1. This Agreement will begin on June 9, 2023 and will end June 30, 2024 (“**Term**”).
2. The Parties may renew this Agreement for additional Terms, provided that no additional Term exceeds one (1) calendar year (“**Renewal Term**”). The first Term and any subsequent Renewal Term(s) are collectively referred to as the “Term” and are subject to the provision for early termination set forth below.
 - a. Except as otherwise provided in this Agreement, the Parties agree that Vendor shall, at a minimum, adjust the Pricing in the Statement of Work for each Renewal Term. Pricing for the Renewal Term shall be determined by Vendor and based on changes to market conditions, any changes to the Scope of Work, or the regulations, requirements or reimbursements affecting the National School Lunch Act, the National School Lunch Program or other Federal Nutrition Programs.
3. Either Party may terminate this Agreement for default:
 - a. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) calendar days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving thirty (30) calendar days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
 - b. Immediately upon written notice if the party becomes insolvent or the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
4. Either party may terminate this Agreement for convenience by giving sixty (60) calendar days written notification to the other party, setting forth the reason and the effective date of termination.
5. Partner shall pay Vendor for Services provided through the effective termination date and all outstanding balances, not in dispute, within fifteen (15) calendar days of the Termination Date.

C. Payment Terms

1. Vendor shall issue itemized electronic invoices by the tenth (10th) calendar day of each month for Services provided during the previous month. Partner shall submit payment in such form as reasonably requested by Vendor upon receipt of Vendor’s invoice.
2. Vendor reserves the right to levy a seven percent (7%) interest rate (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on any and all balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice amount due on time is considered a material breach of this Agreement.
3. Partner shall provide written notice of invoice disputes no later than ten (10) calendar days of receipt of Vendor’s invoice. Partner’s failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of

all disputes or claims for the period the invoice covers. Vendor shall retain the right to revise or correct invoices for services provided to Partner during the Term and Partner agrees to pay any difference between the revised or corrected invoice within thirty (30) days of receipt of such revision or correction.

4. No payment shall be made for meals affected by delivery or fulfillment errors if such delivery or fulfillment error affects Partner's claim for reimbursement, provided that, Partner provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery. Partner shall preserve evidence of meals for inspection by Vendor. Partner's failure to give written notice of any delivery or fulfillment error within the stated timeframe shall constitute an unqualified waiver of all errors or claims for that period.

D. Compliance with Laws

1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.
2. Vendor shall comply with the Buy American Provision.
3. Partner shall maintain all appropriate state and local health certifications for each Partner site Vendor provides Services for the Term.
4. Vendor and Partner will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.
5. Partner shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Partner schools.

E. Monthly Menu Planning

1. No later than one (1) week prior to the end of each month, Vendor shall provide a monthly menu and menu documentation for the Meals scheduled to be served the following month. Menu documentation includes:
 - Monthly Menu Production Records - demonstrates compliance with National School Lunch Program meal patterns for grades PK, K-5, 6-8, 9-12 and/or the Child and Adult Care Food Program meal patterns for ages 6-18 years.
 - Carbohydrate Report - to assist parents and staff in ordering for students with diabetes.
 - Allergen Report - tracks the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).
2. Unforeseen circumstances may require that the Vendor occasionally make menu changes or provide substitutions in the Vendor's discretion. In the event such changes or substitution is required, Vendor shall communicate the need in writing to Partner.
3. Partner shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.
4. Partner shall provide all Meals for students with special dietary needs other than those specifically provided for in this Agreement or Scope of Work.

F. Records and Audit

1. Partner shall administer and manage all aspects of the application process for free and reduced-price meals under the applicable Child Nutrition Program for all program participants.
2. Partner is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.

3. Vendor shall, in the event of an audit or administrative review of Partner’s participation in a Child Nutrition Program for which the Vendor has provided Meals, provide audit/administrative review document requisition support to Partner, provided that Partner notifies Vendor of the full and complete scope of the audit or administrative review within three (3) business days of receiving notice of the administrative review or audit.
4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to Partner during the Term (“**Records**”) for a period of three (3) years after the date of final payment made for Services provided under this Agreement (“**Retention Period**”). Partner may, upon written request and no later than sixty (60) calendar days prior to the end of the Retention Period request that Vendor retain Records for a reasonable time beyond the Retention Period.
5. Vendor shall make Records available for inspection by Partner and State and Federal authorities upon written request.

Notices. All notices or reports permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth below.

Notices to Partner shall be sent to:

Contra Costa School of Performing Arts

2730 Mitchell Drive, Walnut Creek, CA 94598

ATTENTION: Melissa Kirnsee /Business Office

Notices to Vendor shall be sent to:

JR Catering & Events

1935 Galindo St.

Concord, CA 94520

ATTENTION: Reyes Ramos

G. Confidentiality and Rights In Data

During the Term, Vendor may grant to Partner a nonexclusive right to access Vendor’s confidential information (“**Confidential Information**”). As used in this Agreement, Vendor’s Confidential Information shall mean any and all technical and non-technical information disclosed or provided to Partner by or on behalf of Vendor in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation: trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, Service details,, project records, employee lists or compensation information, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, handbooks, forms, policies and procedures, ideas, and/or studies not generally made available to the public. Without limiting the foregoing and except for software provided by Partner, Partner specifically agrees that all software used by Vendor to provide Services, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not to Partner. Furthermore, Partner’s access to or use of such software shall not create any right, title interest, or copyright in such software and Partner shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by Partner shall be the property of Partner.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to Vendor’s disclosure; (ii) becomes publicly known and made generally available after Vendor’s disclosure through no action or inaction of Partner; (iii) is already in Partner’s possession at the time of Vendor’s disclosure as shown by Partner’s files and records immediately prior to Vendor’s disclosure.

Partner shall not use the Confidential Information for any purpose other than performing this Agreement. Partner shall hold the Confidential Information in strict confidence, and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care

as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with Partner's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, Partner shall not disclose any of Vendor's Confidential Information, directly or indirectly, until such Confidential Information becomes publicly known and made generally available through no action or inaction of Partner. Unless otherwise required by law, subpoena or court order, Partner shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. Partner shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. Partner agrees to notify Vendor immediately in writing as soon as is practicable, upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that comes to Partner's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and Partner shall return all Confidential Information to Vendor upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to all remedies, including an injunction or specific performance available at law or in equity.

H. Force Majeure and Inclement Weather

1. Force Majeure.

- a. Neither Party shall be liable to the other for any unforeseeable interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by acts of God, network failures, acts of civil or military authorities, government orders, war, civil disturbances, energy crises, transportation contingencies, interruptions in third-party telecommunications, epidemics, pandemics, quarantines, or other catastrophes or occurrences which are reasonably beyond such Party's control; provided that any such delay or failure shall be remedied by such Party using commercially reasonable efforts as soon as possible after removal of the cause of such delay or failure. Disruptions to the supply chain that prevent performance by Vendor will be considered a force majeure event.
- b. The Parties shall use reasonable care to protect against the effects of force majeure, and the Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.
- c. Interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall recover any claim for damages from the other if that claim for damages is caused directly by force majeure.

2. Inclement Weather.

- a. Partner shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events.
- b. For meals properly cancelled by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit Partner for all meals cancelled. Vendor shall assume that Service will occur on a given day if it is not cancelled.
- c. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.
- d. Partner shall pay the full value of orders impacted by Inclement Weather not canceled.

I. Indemnity and Limitation of Liability

1. **Partner.** Partner shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Vendor in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Partner; (ii) any breach of applicable law or regulation by Partner or Partner Workers; (iii) any negligence or willful misconduct by Partner or any of Partner Workers, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.
 2. **Vendor.** Vendor shall defend, indemnify and hold harmless Partner, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Partner in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.
 3. Excluding each Party's obligations above, if any Party incurs indemnification obligations under this section; or any expenses, damages, or other liabilities in connection with this Agreement, such Party's liability to the other Party shall not exceed the payments actually paid to the Vendor over the previous twelve (12) months. In no event will any Party be liable for any special, incidental, consequential, indirect damages, or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.
- J. Insurance.** The Parties to this Agreement will each maintain commercial general liability insurance for one million dollars (\$1,000,000) or more for each occurrence and two million dollars (\$2,000,000) or more in the aggregate. Coverage shall not be canceled or modified without providing thirty (30) days prior written notice to the other. Upon request, each party shall provide the other with an insurance certificate naming the other as additional insured under this policy within thirty (30) days of the date of this Agreement.
- K. Severability.** If any provision of this Agreement should be held invalid or unenforceable, then that provision only shall be modified to the extent necessary to make such provision valid and enforceable. All other provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.
- L. Survival of Certain Terms.** The provisions of this Agreement which, by their nature should survive, shall survive expiration or termination of this Agreement for any reason.
- M. Waiver.** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- N. Entire Agreement; Modification and Amendment**
1. This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the matters addressed in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.
 2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If changes in Federal or State law, or their implementing regulations require any provision(s) of this Agreement to be modified, such modification shall automatically be incorporated into and made part of this Agreement on the effective date of such required change.
 3. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.
 4. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

- O. Cooperation of the Parties.** The Parties agree to cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement and shall work to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
- P. Assignment.** Partner may not assign its rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may transfer or assign this Agreement or any of its rights and obligations, in whole or in part, without Partner's consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all its assets.
- Q. Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any lawsuit relating to this Agreement shall be instituted in a state or federal court in the Northern District of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.
- R. Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

The Parties whose signatures are affixed below are fully authorized to and have executed this Agreement:

Contra Costa School of Performing Arts

JR Catering

Signature: _____

Signature: _____

Name: Catherine Foster

Name: Reyes Ramos

Title: Executive Director

Title: President - CEO

Date: _____

Date: _____

Attachments: Exhibit A: Scope of Work

Exhibit A: Scope of Work

This Scope of Work #1 (“SOW #1”) is effective **June 9, 2023** (the “SOW #1 Effective Date”) and is made by and between Contra Costa School of Performing Arts (“Partner”), and **JR Catering**. (“Vendor”). Partner and Vendor are each individually referred to herein as a “Party” and collectively as the “Parties”.

1. **Governing Agreement.** This SOW #1 constitutes a “Scope of Work” under that certain Agreement to Provide Meals by and between the Parties, dated **June 9, 2023**, (the “Agreement”). This SOW #1 and the Services contemplated include, and are subject to, the terms and conditions of the Agreement, which are incorporated by reference. Should any provision in this SOW conflict with any of the provisions in the Agreement, the Agreement shall control unless such conflicting provision specifically states otherwise.
2. **Scope of Services.** Vendor shall provide to Partner, meals compliant with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child Nutrition Program specified below (“Meals”) with such specific reasonable requirements as the Parties may mutually agree upon from time to time during the Term.

- Breakfast under the National School Lunch Program
- Lunch under the National School Lunch Program
- Snack under the National School Lunch Program
- Supper under the Child and Adult Care Food Program

2.1. Meal Ordering and Meal Components

- 2.1.1. The number of meals prepared by Vendor will be determined by the quantity ordered by Partner. Partner shall place orders for Meals using Vendor’s online ordering system. Orders, including lunches for field trips, are due each Monday, 5:00pm local time, for Meals scheduled to be consumed the following week.
- 2.1.2. **Offer vs. Serve:** Vendor will provide breakfast and lunch meals following Offer vs. Serve (“OvS”). Fruits and vegetables provided during the applicable meal service shall not be used for other programs and activities.
- 2.1.3. For each Meal ordered, Vendor shall provide:
 - 2.1.3.1. Breakfast entrée provided in individually packaged portions
 - 2.1.3.2. Lunch and/or Supper entrée provided in individually packaged portions
 - 2.1.3.3. Vegetable sides for lunch or supper provided in individually packaged portions
 - 2.1.3.4. Side fruit and white milk, choice of 1% or nonfat, buffet-style for breakfast and lunch and/or supper.
 - 2.1.3.5. Snack meals include 2 components
 - 2.1.3.6. 1-to-1 ratio of eating utensils and napkins to the number of Meals ordered
 - 2.1.3.7. Condiments as designed with the Meal

2.2. Holidays. Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify Partner should holidays change.

- Independence Day
- Labor Day
- Thanksgiving Day
- Any business day on which the following holidays also occur: Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day

2.3. Delivery and Service of Meals

- 2.3.1. Vendor will deliver Meals to one (1) site(s) (“Site(s)"). The delivery time will be agreed upon by both Parties. However, Vendor, in Vendor’s sole discretion, reserves the right to alter delivery routes and schedules to optimize delivery.

2.3.2. Partner agrees to pay the applicable delivery fee(s) listed in **section 2.5 Pricing.**

2.3.3. Vendor shall maintain the proper temperature of the meal components until Partner accepts delivery. Thereafter, Partner will be responsible for maintaining the proper temperature of the meal components until they are consumed.

2.3.4. Partner will provide all personnel necessary to accept delivery, serve, and supervise the consumption of Meals.

2.3.5. Meals shall be consumed pursuant to Vendor’s specifications and during the specified meal service only. Vendor’s Meals are not intended or labeled for retail sale.

2.3.6. Vendor will provide onsite supervision and meal service as required by the needs of the Partner. Vendor will supplement daily school staffing to ensure meal services are timely and meeting all standards. This includes supervision of all foodservice spaces and equipment provided by Partner. Partner agrees to pay staffing charges incurred by Vendor will be invoiced on standard billing bimonthly billing (1st and 15th of the month). Rates will vary based on the level of personnel used to staff meal supervision on a given day.

2.3.7. Vendor have exclusive right to sell vended beverages and snacks that meet or exceed USDA School Nutrition guidelines. Vendor will be responsible for daily machine and product maintenance. Partner will provide a space in a high traffic area (i.e., Lobby) for vending machines to reside.

2.4. **Pricing.** Partner shall pay the prices listed below for the Term.

MEAL PRICE			
Meal	Delivery frequency	Est. quantity per delivery	Price per Meal
Breakfast	Up to five (5) times per week	150	\$2.7725
Lunch		200	\$4.8700
Snack		100	\$1.1400
Supper			

DELIVERY FEES	
Applicability	Fee (per delivery)
Per delivery to each Site	\$0

2.4.1. The Parties agree that Pricing assumes that the conditions under which this SOW were entered remain the same for the Term. If changes to the following occur during the Term, the Parties shall promptly agree to a change in Pricing:

2.4.1.1. Market conditions

2.4.1.2. Changes to this SOW

2.4.1.3. Regulations, requirements, or reimbursements affecting the National School Lunch Act, the National School Lunch Program, other Federal Nutrition Programs, and/or certain commodities.

2.4.2. To the extent permitted by law, pricing shall remain confidential between Partner and Vendor.

2.4.3. There shall be no competitive food and beverage sales during the times Vendor provides Services. Competitive foods are defined as Meals, meal components, snacks, etc., served, but not provided by Vendor during the times Vendor provides Services. A breach of this section shall result in payment of lost profits to Vendor for Competitive foods.

2.5. **Fees.** Fees outlined below shall apply to each Site. Fees shall be paid from Partner’s general funds and not from the non-profit food service account.

2.5.1. **Calendar Management**

2.5.1.1. Failure of Partner to provide Vendor with a monthly menu at least thirty (30) days before the first date of the Term or Renewal Term Vendor begins providing Services will result in a \$250 fee. At a minimum, the calendar shall include ALL non-service days for the Term, including holidays, site closures, off-site days, days where Meals will not be served, or participation is expected to be less than 50% of the quantities estimated in **section 2.5. Pricing.**

2.5.1.2. At least thirty (30) days before Vendor begins providing Services, Partner shall block out non-Service days in Vendor’s online ordering system for each site Vendor will provide Services. If Partner fails to block out a non-service day and Vendor blocks out such day on behalf of Partner, Vendor shall charge \$250 for each site that Vendor blocks out such day on behalf of Partner.

2.5.2. **New Order Placements and Order Increases after Deadline.** Any orders placed or increased after Monday 5:00 p.m. local time, are subject to an additional \$100.00 per order, per Site. Partner acknowledges and accepts that all orders received after the deadline are subject to product availability. Vendor may decline to provide Meals or provide an alternative Meal if the requested Meal is not available.

2.5.3. **Order Cancellation or Decrease.** Subject to the Force Majeure and Inclement Weather provisions, Partner shall pay the price specified in **section 2.5. Pricing** for any order cancellations or decreases made more than 48 hours after the order deadline, of Monday, 5:00 p.m. local time for Meals scheduled to be consumed the following week.

2.5.4. **Order Adjustments.** Partner shall pay a convenience fee of no more than 10% per Meal for order change requests made after Monday 5:00 p.m. local time for the following week’s consumption, that affect operations, but do not result in an increase or decrease in the number of Meals ordered (e.g., decreasing lunch meal orders by 50 meals and adding 50 breakfast meals).

2.5.5. **Supplies.** Supplies (e.g., utensils, napkins, trays) (“**Supplies**”) are available for Partner to order using Vendor’s online ordering system at the prices provided therein. Supplies ordered shall be included on Vendor’s invoice to Partner (as applicable).

1. **Execution.** This SOW #1 may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

ACCEPTED AND AGREED TO:

Contra Costa School of Performing Arts

JR Catering

Signature: _____

Signature: _____

Name: Catherine Foster

Name: Reyes Ramos

Title: Executive Director

Title: President & CEO

Date: _____

Date: _____

Coversheet

Ultimate FieldHouse Agreement

Section: VII. Administrative Items
Item: B. Ultimate FieldHouse Agreement
Purpose: Vote
Submitted by:
Related Material: Ultimate FieldHouse Agreement.pdf

Ultimate FieldHouse Agreement

Full payment upfront for whatever dates and times you want to reserve. Below is a mock-up of dates/times starting next week until the end of 2023 just to break up the payments.

See below for the mock-up of times until the end of the year, avoiding school holidays. Please review - you will notice that we have no courts available on 11/29. Based on these times and cadence, we are willing to offer a discounted rate of \$50/hour.

For these times the cost to reserve is a total of \$11,475.00.

- Tue 8/22/2023 8:45 AM-3:30 PM
- Wed 8/23/2023 8:45 AM-3:30 PM
- Tue 8/29/2023 8:45 AM-3:30 PM
- Wed 8/30/2023 8:45 AM-3:30 PM
- Tue 9/5/2023 8:45 AM-3:30 PM
- Wed 9/6/2023 8:45 AM-3:30 PM
- Tue 9/12/2023 8:45 AM-3:30 PM
- Wed 9/13/2023 8:45 AM-3:30 PM
- Tue 9/19/2023 8:45 AM-3:30 PM
- Wed 9/20/2023 8:45 AM-3:30 PM
- Tue 9/26/2023 8:45 AM-3:30 PM
- Wed 9/27/2023 8:45 AM-3:30 PM
- Tue 10/3/2023 8:45 AM-3:30 PM
- Wed 10/4/2023 8:45 AM-3:30 PM
- Tue 10/10/2023 8:45 AM-3:30 PM
- Wed 10/11/2023 8:45 AM-3:30 PM
- Tue 10/17/2023 8:45 AM-3:30 PM
- Wed 10/18/2023 8:45 AM-3:30 PM
- Tue 10/24/2023 8:45 AM-3:30 PM
- Wed 10/25/2023 8:45 AM-3:30 PM
- Tue 10/31/2023 8:45 AM-3:30 PM
- Wed 11/1/2023 8:45 AM-3:30 PM
- Tue 11/7/2023 8:45 AM-3:30 PM
- Wed 11/8/2023 8:45 AM-3:30 PM
- Tue 11/14/2023 8:45 AM-3:30 PM
- Wed 11/15/2023 8:45 AM-3:30 PM
- Tue 11/21/2023 8:45 AM-3:30 PM
- Wed 11/22/2023 8:45 AM-3:30 PM
- Tue 11/28/2023 8:45 AM-3:30 PM
- Tue 12/5/2023 8:45 AM-3:30 PM
- Wed 12/6/2023 8:45 AM-3:30 PM
- Tue 12/12/2023 8:45 AM-3:30 PM
- Wed 12/13/2023 8:45 AM-3:30 PM
- Tue 12/19/2023 8:45 AM-3:30 PM

Coversheet

Board Retreat

Section: VIII. Board Retreat
Item: A. Board Retreat
Purpose: Discuss
Submitted by:
Related Material: Board Retreat Draft Agenda.pdf

Board Retreat Draft Agenda

Duration: 4 hours + lunch

Note: Caprice is not available on 9/30

Catherine will send a Doodle to determine the dates.

1. Welcome
2. Artistic Activity - Catherine Foster
3. CCSPA from above - Catherine Foster
 - a. Review student data
 - b. Behavioral and Mental Health of Students
4. Board Training - Caprice Young
5. Legislative Updates
 - a. How to plan for CCSPA's future
6. Gratitude

Coversheet

Public Employee Employment/Discipline/Dismissal Release (§ 54957)

Section: IX. CLOSED SESSION
Item: A. Public Employee Employment/Discipline/Dismissal Release (§ 54957)
Purpose: Vote
Submitted by: Catherine Foster

BACKGROUND:

Question on stipends included in the offer letter for Mel Martinez and all arts teachers.

RECOMMENDATION:

To determine whether arts teachers should receive High School department stipend or Middle School stipend.