



Community School for Creative Education

CSCE Special Board Meeting

Date and Time

Tuesday June 30, 2026 at 6:00 PM PDT

Location

Community School for Creative Education

2111 International Blvd.

Oakland, CA 94606

[Zoom Link](#)

Room: 2111211121

Passcode: CSCE

David Hertz

20 Bell Waver Way

Oakland, CA. 94619

Eugene Stampley

2827 Magnolia Street

Oakland Ca. 94608

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

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and when in the community the strength of each one is living.

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

Objective and 5 BIG GOALS

CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured by NWEA MAP.

*To achieve this school-wide objective over the next two years,
The CSCE has FIVE BIG GOALS*

Goal #1: Develop Waldorf-inspired, Common Core-aligned, and equity-focused curriculum;

Goal #2: Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and adult learning outcomes;

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Goal #4: Maintain effective community outreach (including parents, community partners, policy and research community); and

Goal #5: Launch long-term fundraising strategy for scale-up with financial stability

BOARD MEMBERS

1. America Foy - Board CFO
2. Cheryna Wright - Board Chair
3. David Hertz - Board of Director
4. Davonna James - Board Vice-Chair
5. Eugene Stampley - Board Secretary

Legal Counsel - Young Minney and Corr
Anthony Serrao - Partner

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Cheryna Wright	1 m
The Board Chair will call the meeting to order, followed by roll call of board members.			
B. Record Attendance		Eugene Stampley	1 m
Attendance of board members will be recorded, and the presence of a quorum will be confirmed.			
C. Land Acknowledgement		Cheryna Wright	2 m
<p>Land Acknowledgment CSCE</p> <p>Community School for Creative Education respectfully acknowledges the original peoples of the lands on which this school is built. For thousands of years and hundreds of generations, the Chochenyo people actively stewarded these lands to ensure they provided for all living things. The land on which CSCE was established was, and continues to be, significant to the Muwekma Ohlone tribe. Today, we acknowledge the impact colonization had on the Chechenyo/Muwekma Nation and recognize our responsibility to help them heal from this history and secure a sustainable future.</p>			
<p>En Español</p> <p>Community School for Creative Education reconoce respetuosamente a los pueblos originarios de las tierras donde se construye este campus. Durante miles de años y cientos de generaciones, el pueblo Chochenyo administró activamente estas tierras para garantizar que estas sustentaran a todos los seres vivos. Esta tierra en la que se estableció CSCE fue y sigue siendo importante para la tribu Muwekma Ohlone. Hoy reconocemos el impacto que tuvo la colonización en la nación Chechenyo/Muwekma y reconocemos nuestra responsabilidad de ayudarlos a recuperarse de esta historia y asegurar un futuro sostenible</p>			
D. Agenda Approval	Vote	Cheryna Wright	1 m
E. Approve Minutes:	Approve Minutes	Davonna James	5 m
Approve minutes for CSCE Board Meeting on February 12, 2026			

	Purpose	Presenter	Time
Approve minutes for CSCE Board Meeting on February 12, 2026			
F.	Approve Minutes	Davonna James	5 m
Approve minutes for CSCE Special Board Meeting on March 31, 2026			
G.	Approve Minutes	Davonna James	5 m
Approve minutes for CSCE Special Board Meeting on April 27, 2026			
II.	Public Comment		6:20 PM
A.	Public Comment	FYI Cheryna Wright	5 m
<p>Members of the public may address the Board on any matter within the jurisdiction of the Board, including items on or not on the agenda. Each speaker is limited to three minutes.</p> <p>The Board may not take action on non-agendized items - per the Brown Act.</p>			
III.	Closed Session		6:25 PM
A.	A. Full Board Review of Legal Representation and Fees Various Items	Discuss America Foy	15 m
<p>Review work done by Young and Minney LLP for CSCE September 2025 through Present including potential litigations concerning employees.</p>			
B.	Potential Litigation Status Update and Discussion	Discuss Cheryna Wright	15 m
<p>Receive an update regarding the status of potential litigation matters affecting the organization and to discuss related legal considerations, risks, and next steps.</p>			
C.	Conference Regarding Employee Complaint and Third-Party Investigation	FYI Cheryna Wright	15 m
<p>The Board of Directors will receive a confidential update regarding a complaint made by a former employee concerning Board Director America Foy that was submitted prior to the employee's separation from the organization. The Board will review the</p>			

	Purpose	Presenter	Time
status and findings, if available, of the independent third-party investigation, discuss any legal, governance, fiduciary, or policy implications arising from the complaint, and consider any appropriate actions within the Board's authority.			
D. Closed Session Report Out	FYI	Cheryna Wright	2 m
Summary of any reportable actions			

IV. Action Items 7:12 PM

The Board will discuss and consider items listed below and may take formal action, including approval, denial, or direction to staff.

A. Corporate Officer (CFO) Discussion and Possible Action: Review of Chief Financial Officer Appointment and Consideration of Removal as Corporate Officer	Vote	Cheryna Wright	15 m
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The Board will review the appointment and continued service of the Chief Financial Officer and may consider removal from the office of Chief Financial Officer pursuant to Article VIII, Section 5 of the CSCE Bylaws and may take action, including appointment of an interim or successor Chief Financial Officer if appropriate.

B. Board Director Discussion and Possible Action: Consideration of the Removal of Board Director America Foy	Vote	Cheryna Wright	5 m
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The Board of Directors will review concerns regarding the qualifications, conduct, fiduciary responsibilities, and continued service of Board Director America Foy. The Board may consider removal from the Board of Directors pursuant to Article VII, Section 11 of the CSCE Bylaws and may take action, including a vote.

C. Discussion and Possible Action: Review of Board Chair Responsibilities; Reassign Responsibilities from the Incumbent Chair	Vote	America Foy	5 m
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Discussion and possible action to review Board Chair responsibilities and consider reassigning certain duties from the incumbent as appropriate, including elevating the current Vice-Chair into the Chair role and/or appointing a temporary Vice-Chair or new Chair as needed to support continuity, governance stability, and compliance with applicable bylaws and law.

	Purpose	Presenter	Time
D. CFO: Board Director Discussion and Possible Action: Consideration of the Removal of Board Director	Vote	Cheryna Wright	15 m

The Board will review the appointment and continued service of the Chief Financial Officer and may consider removal from the office of Chief Financial Officer pursuant to Article VIII, Section 5 of the CSCE Bylaws and may take action, including appointment of an interim or successor Chief Financial Officer if appropriate.

V. Board Governance 7:52 PM

A. Discussion and Possible Action: Review, Consideration, Discussion of School Closing Contracts	Vote	America Foy	10 m
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Discussion and Possible Action: Review, Consideration, and Approval for School Contracts and Related Services for CSCE Self Close Operations

B. Clarification of Board Service, Compensation, and Conflict-of-Interest Standards; Review of Proposed Article XIX	Discuss	America Foy	15 m
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Discussion and possible action to clarify the distinction between service performed in a director or officer capacity and any separate services rendered to the corporation; to reaffirm that directors may not receive compensation for board or officer service under Article VII, Section 22; and to establish procedures for disclosure, review, and approval of any transaction that may create an actual or perceived conflict of interest, particularly during closure or wind-down of the corporation. The Board will also review the document titled Proposed Article XIX.

Article XVII — Bylaw Amendments:

"The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Community School for Creative Education or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws."

C. Limitation of Unilateral Board Authority; Review of Proposed Article XX	Discuss	America Foy	10 m
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	Purpose	Presenter	Time
<p>Discussion and possible action to review and, if appropriate, adopt Proposed Article XX to clarify that no individual director, including the Board Chair, may unilaterally bind the corporation, direct staff, approve expenditures, authorize contracts, or make financial or operational decisions except as expressly delegated by formal Board action; and to establish procedures that preserve collective Board authority, accountability, and compliance with applicable law.</p>			

Article XVII — Bylaw Amendments:

"The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Community School for Creative Education or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws."

VI. Facilities	8:27 PM
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A.	Facilities Update	Discuss	Cheryna Wright	15 m
	<p>Update regarding the status of school facilities in connection with the closure of the school, including current conditions, access, security, lease or occupancy matters, required notifications, and any next steps needed to protect the corporation and comply with applicable obligations.</p>			

Current Facilities Use Agreement attached

B.	Approval of Facility Lease Surrender Assessment and Owner Representation Services Agreement	Discuss	Bill Kappenhagen	10 m
	<p>Discussion and possible action to authorize the Head of School, Chief Financial Officer, or designee to execute a Facility Lease Surrender Assessment and Owner Representation Services Agreement with a qualified facilities consultant related to the surrender of the school's leased facility at 2111 International Boulevard, Oakland, California, in an amount not to exceed \$18,000, to provide independent facility assessment, lease review, walkthrough representation, repair responsibility analysis, and post-surrender invoice review in connection with the school's closure.</p>			

RFP Attached

	Purpose	Presenter	Time
VII. Finance			8:52 PM
A. Finance Committee Report	Discuss	America Foy	5 m
VIII. Head of School / Administration Report			8:57 PM
<p>Presentation and discussion from the Head of School and administrative team regarding current operations, facility status, staffing, compliance matters, financial updates, and any other matters relevant to the school's operations or closure process. The administration may present recommendations for Board consideration, discussion, or action as appropriate.</p>			
A. Head of School / Administration Report, Suggestions, and Recommendations	Discuss	Bill Kappenhagen	15 m
<p>Presentation, discussion, and possible action from the Head of School and administrative staff regarding current operations, facility status, compliance matters, financial updates, closure progress, and other matters relevant to the school. The Head of School may present suggestions and recommendations for Board consideration, discussion, or action as appropriate.</p>			
B. Report from Administration Staff	FYI	Bill Kappenhagen	10 m
<p>Administration will provide a financial update regarding the organization's current mission to self close CSCE. They will provide a general overview of where we currently are in the process. They will discuss potential residual funds belonging to CSCE and provide suggestions for allocation of residual funds in an effort to further CSCE's original mission and continue providing support to the community</p>			
C. Resolution to Close CSCE	Vote	Bill Kappenhagen	5 m
<p>This resolution does not change the May 8th board decision to close the school; it instead sets the public record for the school's self closure.</p>			
IX. Executive			9:27 PM
A. A. Board Governance and Board Member Role Descriptions	FYI	Cheryna Wright	5 m
<p>The Board will discuss updates to the organization's governance structure and Board Member role descriptions in connection with the transition from a K-8 charter school to a community-based educational organization. As the organization evolves, it is important to ensure that governance practices, board responsibilities, and leadership</p>			

	Purpose	Presenter	Time
<p>expectations align with the organization’s revised mission, strategic priorities, and operational model.</p>			
X. Development			9:32 PM
A. Transition from K–8 Charter School to Community-Based Educational Experience	FYI	Cheryna Wright	5 m
<p>The Board will discuss a the organization’s transition from operating a K–8 charter school model to becoming a community-based educational organization. This transition is intended to expand the organization’s ability to serve students, families, and the broader community through educational enrichment programs, youth development initiatives, family engagement opportunities, and community partnerships.</p> <p>The proposed change reflects the organization’s commitment to continuing its educational mission while adapting to current operational, financial, and community needs. Board discussion will include the strategic vision for the transition, organizational structure, program development, compliance considerations, financial sustainability, and opportunities for stakeholder engagement.</p>			
XI. Other Business			
XII. Closing Items			9:37 PM
A. Adjourn Meeting	Vote	Board Leadership Representative	2 m

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing

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Coversheet

Approve Minutes:

Section:	I. Opening Items
Item:	E. Approve Minutes:
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for CSCE Board Meeting on February 12, 2026 2026_02_12_board_meeting_minutes.pdf

DRAFT



Community School for Creative Education

Minutes

CSCE Board Meeting

Regular Monthly Meeting of the Board of Trustees for Community School for Creative Education

Date and Time

Thursday February 12, 2026 at 6:30 PM

Location

Community School for Creative Education

2111 International Blvd.

Oakland, CA 94606

Meeting ID: 870 2740 7412

Passcode: 348280

<https://us06web.zoom.us/j/87027407412?pwd=f81WQ1a9SQE5AeOqJBbMDQKMDEnkiA.1>

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BOARD MEMBERS

1. America Foy
2. Christina Michaud - Vice Chair
3. Eugene Stampley
4. Martha Candido - Chair
5. Cheryna Wright

Directors Present

A. Foy, C. Michaud, C. Wright, E. Stampley, M. Candido

Directors Absent

None

Guests Present

A. Prentiss (remote)

I. Opening Items

A. Call the Meeting to Order

M. Candido called a meeting of the board of directors of Community School for Creative Education to order on Thursday Feb 12, 2026 at 6:34 PM.

B. Record Attendance

C. Land Acknowledgement

D. Agenda Approval

A. Foy made a motion to Approve Agenda.

C. Wright seconded the motion.

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

Roll Call

C. Michaud Absent

A. Foy Aye

M. Candido Absent

E. Stampley Aye

C. Wright Aye

E. Public Comment

II. Consent Agenda

A. Check register approval

C. Michaud made a motion to approve.

A. Foy seconded the motion.

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

Roll Call

C. Michaud Aye

M. Candido Aye

B. Kappenhagen Absent

A. Foy Aye

E. Stampley Aye

C. Wright Aye

B. Minutes for Special Meeting December 18th

C. Michaud made a motion to approve the minutes from CSCE Special Board Meeting on 12-18-25.

M. Candido seconded the motion.

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

Roll Call

- C. Wright Aye
- A. Foy Aye
- M. Candido Aye
- E. Stampley Absent
- C. Michaud Aye

C. January 8th Regular Board Meeting Min.

A. Foy made a motion to approve the minutes from CSCE Board Meeting on 01-08-26.
M. Candido seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

- C. Wright Aye
- A. Foy Aye
- E. Stampley Absent
- C. Michaud Aye
- M. Candido Aye

III. Executive

A. Executive Committee Report

B. Board Membership

Tabled until next meeting

C. Nomination(s) and Election of Board Secretary

Tabled until next meeting

D. Approval of SB153

Tabled until next meeting

E. ACOE - Update

Tabled until next meeting

IV. Finance

A. Finance Committee Report

tabled

B. Finance Update

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:30 PM.

Respectfully Submitted,
M. Candido

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BOARD MEMBERS

1. America Foy
2. Christina Michaud - Vice Chair
3. Eugene Stampley
4. Martha Candido - Chair
5. Cheryna Wright

Directors Present

A. Foy, C. Michaud, C. Wright, E. Stampley, M. Candido

Directors Absent

None

Guests Present

A. Prentiss (remote)

I. Opening Items

A. Call the Meeting to Order

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B. Record Attendance

C. Land Acknowledgement

D. Agenda Approval

A. Foy made a motion to Approve Agenda.

C. Wright seconded the motion.

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

Roll Call

E. Stampley Aye

C. Michaud Absent

A. Foy Aye

M. Candido Absent

C. Wright Aye

E. Public Comment

II. Consent Agenda

A. Check register approval

C. Michaud made a motion to approve.

A. Foy seconded the motion.

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

Roll Call

B. Kopenhagen Absent

E. Stampley Aye

C. Wright Aye

A. Foy Aye

M. Candido Aye

C. Michaud Aye

B. Minutes for Special Meeting December 18th

C. Michaud made a motion to approve the minutes from CSCE Special Board Meeting on 12-18-25.

M. Candido seconded the motion.

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

Roll Call

- A. Foy Aye
- E. Stampley Absent
- C. Wright Aye
- M. Candido Aye
- C. Michaud Aye

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M. Candido seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

- M. Candido Aye
- C. Wright Aye
- A. Foy Aye
- E. Stampley Absent
- C. Michaud Aye

III. Executive

A. Executive Committee Report

B. Board Membership

Tabled until next meeting

C. Nomination(s) and Election of Board Secretary

Tabled until next meeting

D. Approval of SB153

Tabled until next meeting

E. ACOE - Update

Tabled until next meeting

IV. Finance

A. Finance Committee Report

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B. Finance Update

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:30 PM.

Respectfully Submitted,
M. Candido

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Approve Minutes

Section: I. Opening Items
Item: F. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CSCE Special Board Meeting on March 31, 2026
2026_03_31_board_meeting_minutes.pdf

DRAFT



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4. DaVonna James - Board Vice-Chair
5. Eugene Stampley - Secretary
6. Martha Candido - Board of Director

Directors Present

A. Foy, C. Wright, D. James, E. Stampley

Directors Absent

M. Candido

Guests Present

aserrao@ymclegal.com (remote)

I. Opening Items

A. Call the Meeting to Order

C. Wright called a meeting of the board of directors of Community School for Creative Education to order on Tuesday Mar 31, 2026 at 6:30 PM.

B. Record Attendance

C. Land Acknowledgement

D.

Agenda Approval

D. James made a motion to Approve Agenda.

A. Foy seconded the motion.

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

Roll Call

E. Stampley Aye

C. Wright Aye

A. Foy Aye

M. Candido Absent

D. James Aye

E. Public Comment

II. IV. Reconvene to Open Session

A. Report Out of Closed Session

Noting to Report out

III. Executive

A. A. Discussion and Possible Action: Strategic Outlook, Leadership Planning, and Organizational Structure Adjustments

- Review of strategic direction
- Leadership structure and capacity
- Organizational alignment and proposed adjustments
- Board direction and/or action

B. B. Discussion and Possible Action: Staff Credentialing Status and Compliance

- Review of credentialing status of instructional staff
- Compliance with state and authorizer requirements
- Identification of risks and corrective action

C. C. Discussion and Possible Action: Review of Active Contracts and Agreements

- Review of all active vendor and consultant contracts
- Assessment of performance and scope
- Consideration of continuation, modification, or termination

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 9:00 PM.

Respectfully Submitted,
C. Wright

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REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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DRAFT



Community School for Creative Education

Minutes

CSCE Special Board Meeting

Date and Time

Tuesday March 31, 2026 at 6:30 PM

Location

2111 International Blvd.
Oakland, CA 94606

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

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

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

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

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

Objective and 5 BIG GOALS

CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured by NWEA MAP.

*To achieve this school-wide objective over the next two years,
The CSCE has FIVE BIG GOALS*

- Goal #1:** Develop Waldorf-inspired, Common Core-aligned, and equity-focused curriculum;
Goal #2: Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and adult learning outcomes;
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Goal #4: Maintain effective community outreach (including parents, community partners, policy and research community); and
Goal #5: Launch long-term fundraising strategy for scale-up with financial stability

BOARD MEMBERS

1. America Foy - CFO
2. Cheryna Wright - Board Chair
3. David Hertz - Board of Director
4. DaVonna James - Board Vice-Chair
5. Eugene Stampley - Secretary
6. Martha Candido - Board of Director

Directors Present

A. Foy, C. Wright, D. James, E. Stampley

Directors Absent

M. Candido

Guests Present

aserrao@ymclegal.com (remote)

I. Opening Items

A. Call the Meeting to Order

C. Wright called a meeting of the board of directors of Community School for Creative Education to order on Tuesday Mar 31, 2026 at 6:30 PM.

B. Record Attendance

C. Land Acknowledgement

D.

Agenda Approval

D. James made a motion to Approve Agenda.

A. Foy seconded the motion.

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

Roll Call

E. Stampley Aye

M. Candido Absent

A. Foy Aye

C. Wright Aye

D. James Aye

E. Public Comment

II. IV. Reconvene to Open Session

A. Report Out of Closed Session

Noting to Report out

III. Executive

A. A. Discussion and Possible Action: Strategic Outlook, Leadership Planning, and Organizational Structure Adjustments

- Review of strategic direction
- Leadership structure and capacity
- Organizational alignment and proposed adjustments
- Board direction and/or action

B. B. Discussion and Possible Action: Staff Credentialing Status and Compliance

- Review of credentialing status of instructional staff
- Compliance with state and authorizer requirements
- Identification of risks and corrective action

C. C. Discussion and Possible Action: Review of Active Contracts and Agreements

- Review of all active vendor and consultant contracts
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Coversheet

Approve Minutes

Section: I. Opening Items
Item: G. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CSCE Special Board Meeting on April 27, 2026
2026_04_27_board_meeting_minutes (2).pdf

DRAFT



Community School for Creative Education

Minutes

CSCE Special Board Meeting

Date and Time

Monday April 27, 2026 at 6:30 PM

Location

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

David Hertz
20 Bell Waver Way
Oakland, CA 94619

Eugene Stampely is inviting you to a scheduled Zoom meeting.

Topic: CSCE Special Board Meeting

Time: Apr 27, 2026 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86126794246?pwd=OCVEzJiWCzZk2I7ijPLBtk0drgR7M4.1>

Meeting ID: 861 2679 4246

Passcode: 750972

One tap mobile

+16694449171,,86126794246#,,,,*750972# US

+17207072699,,86126794246#,,,,*750972# US (Denver)

Join by SIP

• 86126794246@zoomcrc.com

Join instructions

https://us06web.zoom.us/join/86126794246?signature=X1otjckYVBQo3IE_AqqPAOeeq7xhPUO4CrPocsPxr3g

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2. Cheryna Wright - Board Chair
3. David Hertz - Board of Director
4. Davonna James - Board Vice-Chair
5. Eugene Stampley - Board Secretary

6. Martha Candido - Board of Director

Legal Counsel - Young Minney and Corr

Anthony Serrao - Partner

Board Liaison - Revonja Thompson

Directors Present

A. Foy, C. Wright, D. James, E. Stampley

Directors Absent

M. Candido

Guests Present

davidhertz@sbcglobal.net (remote)

I. Opening Items

A. Call the Meeting to Order

C. Wright called a meeting of the board of directors of Community School for Creative Education to order on Monday Apr 27, 2026 at 6:30 PM.

B. Record Attendance

C. Land Acknowledgement

D. Agenda Approval

D. James made a motion to Approve the Agenda.

E. Stampley seconded the motion.

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

II. Public Comment

A. Public Comment

Members of the Public expressed concern for the future of their children in the event that CSCE has to close, They advised the board of CSCE being a long standing pillar in the families dynamic and expressed their hopes that we continue to operate as a School/Community based Organization

III. Action Items

A.

Action Item: Regarding Removal of Martha Candido from the CSCE Board of Directors.

A. Foy made a motion to Remove Martha Candido from the CSCE Board of Directors.

D. James seconded the motion.

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

Roll Call

D. James Aye

A. Foy Aye

C. Wright Aye

M. Candido Absent

E. Stampley Aye

B. Action Item: Removal and Appointment of Authorized Bank Account Signatories

A. Foy made a motion to Remove Kim Palmore, Anastasia Prentiss and Ana Barrera as authorized signers and users on all organizational bank accounts.

E. Stampley seconded the motion.

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

Roll Call

E. Stampley Aye

D. James Aye

M. Candido Absent

C. Wright Aye

A. Foy Aye

D. James made a motion to to appoint CFO America Foy, Board Chair Cheryna Wright, Office manager Yolanda Cordova and Head of school William Kappenhagen as authorized signatories, with authority to execute all required banking documents.

E. Stampley seconded the motion.

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

Roll Call

M. Candido Absent

E. Stampley Aye

D. James Aye

A. Foy Aye

C. Wright Aye

C. Review CSCE Board Guidance on Revocation Process

Head of School William Kappenhagen Presented a Memorandum on the Guidance on the Revocation process

D. Action: Attendance Recovery, Family Engagement, and Student Reconnection Plan

Head of School William Kappenhagen Presented

E.

Action: Credentialing Compliance and Assignment Verification Protocol

Head of School William Kappenhagen Presented

F. Action: Governance Context, Authorizer Awareness, and Corrective Action

Head of School William Kappenhagen Presented

G. Action: Response to Notice of Violation and Corrective Action Plan

D. James made a motion to Approve the response to the Notice of Violation and Corrective Action Plan.

E. Stampley seconded the motion.

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

Roll Call

M. Candido Absent

D. James Aye

C. Wright Aye

E. Stampley Aye

A. Foy Aye

H. Action Item: Affirmation of CSCE as a Nonprofit Public Benefit Corporation and Direction for Future Program Development

Discussion on whether CSCE will opt to Self Close July 2026, Research Required to understand the structure of CSCE as a NonProfit Public Benefit Corporation and the Direction of Future Program development. Voting tabled until special meeting scheduled for May 8th, 2026.

A. Foy made a motion to Tabled Agenda items I-P until our special Board Meeting scheduled May 8th, 2026.

E. Stampley seconded the motion.

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

Roll Call

C. Wright Aye

E. Stampley Aye

D. James Aye

A. Foy Aye

M. Candido Absent

I. Action Item: Consideration and Possible Approval of Charter School Closure (Self-Closure) for Community School for Creative Education

Discussion on whether CSCE will opt to Self Close July 2026, Voting tabled until special meeting scheduled for May 8th, 2026. Action Items I-P tabled until Special Board Meeting scheduled for May 8th, 2026.

J.

Action Item: Approval of Charter School Closure Plan and Timeline

- K. Action Item: Authorization to Notify Authorizing Agency of Charter Closure**
- L. Action Item: Designation of Closure Lead and Authority to Execute Closure Activities**
- M. Action Item: Direction Regarding Records Retention and Asset Inventory**
- N. Action Item: Direction Regarding Staff Transition and Separation**
- O. Action Item: Approval of Communication Plan for Families, Staff, and Stakeholders**
- P. Action Item: Approval to Establish and Implement Non-Charter Educational Programs**

IV. Facilities

A. Facilities Report

CFO America Foy informed the Board of wanting to reach out to modify the terms our Facility Lease with OUSD due to current CSCE fiscal position.

V. Closing Items

A. Adjourn Meeting

A. Foy made a motion to Adjourn Meeting.
E. Stampley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Candido Absent
A. Foy Aye
E. Stampley Aye
C. Wright Aye
D. James Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:00 PM.

Respectfully Submitted,
C. Wright

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DRAFT



Community School for Creative Education

Minutes

CSCE Special Board Meeting

Date and Time

Monday April 27, 2026 at 6:30 PM

Location

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

David Hertz
20 Bell Waver Way
Oakland, CA 94619

Eugene Stampley is inviting you to a scheduled Zoom meeting.

Topic: CSCE Special Board Meeting

Time: Apr 27, 2026 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 861 2679 4246

Passcode: 750972

One tap mobile

+16694449171,,86126794246#,,,,*750972# US

+17207072699,,86126794246#,,,,*750972# US (Denver)

Join by SIP

• 86126794246@zoomcrc.com

Join instructions

https://us06web.zoom.us/join/86126794246?signature=X1otjckYVBQo3IE_AqqPAOeeq7xhPUO4CrPocsPxr3g

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Legal Counsel - Young Minney and Corr

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Board Liaison - Revonja Thompson

Directors Present

A. Foy, C. Wright, D. James, E. Stampley

Directors Absent

M. Candido

Guests Present

davidhertz@sbcglobal.net (remote)

I. Opening Items

A. Call the Meeting to Order

C. Wright called a meeting of the board of directors of Community School for Creative Education to order on Monday Apr 27, 2026 at 6:30 PM.

B. Record Attendance

C. Land Acknowledgement

D. Agenda Approval

D. James made a motion to Approve the Agenda.

E. Stampley seconded the motion.

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

II. Public Comment

A. Public Comment

Members of the Public expressed concern for the future of their children in the event that CSCE has to close, They advised the board of CSCE being a long standing pillar in the families dynamic and expressed their hopes that we continue to operate as a School/Community based Organization

III. Action Items

A.

Action Item: Regarding Removal of Martha Candido from the CSCE Board of Directors.

A. Foy made a motion to Remove Martha Candido from the CSCE Board of Directors.

D. James seconded the motion.

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

Roll Call

E. Stampley Aye

A. Foy Aye

C. Wright Aye

D. James Aye

M. Candido Absent

B. Action Item: Removal and Appointment of Authorized Bank Account Signatories

A. Foy made a motion to Remove Kim Palmore, Anastasia Prentiss and Ana Barrera as authorized signers and users on all organizational bank accounts.

E. Stampley seconded the motion.

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

Roll Call

D. James Aye

M. Candido Absent

E. Stampley Aye

A. Foy Aye

C. Wright Aye

D. James made a motion to to appoint CFO America Foy, Board Chair Cheryna Wright, Office manager Yolanda Cordova and Head of school William Kappenhagen as authorized signatories, with authority to execute all required banking documents.

E. Stampley seconded the motion.

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

Roll Call

A. Foy Aye

M. Candido Absent

E. Stampley Aye

C. Wright Aye

D. James Aye

C. Review CSCE Board Guidance on Revocation Process

Head of School William Kappenhagen Presented a Memorandum on the Guidance on the Revocation process

D. Action: Attendance Recovery, Family Engagement, and Student Reconnection Plan

Head of School William Kappenhagen Presented

E.

Action: Credentialing Compliance and Assignment Verification Protocol

Head of School William Kappenhagen Presented

F. Action: Governance Context, Authorizer Awareness, and Corrective Action

Head of School William Kappenhagen Presented

G. Action: Response to Notice of Violation and Corrective Action Plan

D. James made a motion to Approve the response to the Notice of Violation and Corrective Action Plan.

E. Stampley seconded the motion.

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

Roll Call

E. Stampley Aye

C. Wright Aye

D. James Aye

A. Foy Aye

M. Candido Absent

H. Action Item: Affirmation of CSCE as a Nonprofit Public Benefit Corporation and Direction for Future Program Development

Discussion on whether CSCE will opt to Self Close July 2026, Research Required to understand the structure of CSCE as a NonProfit Public Benefit Corporation and the Direction of Future Program development. Voting tabled until special meeting scheduled for May 8th, 2026.

A. Foy made a motion to Tabled Agenda items I-P until our special Board Meeting scheduled May 8th, 2026.

E. Stampley seconded the motion.

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

Roll Call

M. Candido Absent

A. Foy Aye

E. Stampley Aye

D. James Aye

C. Wright Aye

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A. Facilities Report

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V. Closing Items

A. Adjourn Meeting

A. Foy made a motion to Adjourn Meeting.

E. Stampley seconded the motion.

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

Roll Call

A. Foy Aye

M. Candido Absent

D. James Aye

E. Stampley Aye

C. Wright Aye

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Coversheet

Discussion and Possible Action: Review of Board Chair Responsibilities; Reassign Responsibilities from the Incumbent Chair

Section: IV. Action Items
Item: C. Discussion and Possible Action: Review of Board Chair Responsibilities; Reassign Responsibilities from the Incumbent Chair
Purpose: Vote
Submitted by:
Related Material: 2026_06_25_board_meeting_agenda.docx

Community School for Creative Education

CSCE Special Board Meeting

Date and Time

Thursday June 25, 2026 at 6:00 PM PDT

Location

Community School For Creative Education
2111 International Blvd
Oakland Ca, 94606

David Hertz
20 Bell Waver Way
Oakland, CA 94619

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3. David Hertz - Board of Director
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5. Eugene Stampley - Board Secretary

Legal Counsel - Young Minney and Corr
 Anthony Serrao - Partner

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Cheryna Wright	1 m
B. Record Attendance		Cheryna Wright	1 m
C. Land Acknowledgment CSCE		Cheryna Wright	4 m

Community School for Creative Education respectfully acknowledges the original peoples of the lands on which this school is built. For thousands of years and hundreds of generations, the Chochochenyo people actively stewarded these lands to

	Purpose	Presenter	Time
ensure they provided for all living things. The land on which CSCE was established was, and continues to be, significant to the Muwekma Ohlone tribe. Today, we acknowledge the impact colonization had on the Chechenyo/Muwekma Nation and recognize our responsibility to help them heal from this history and secure a sustainable future.			

En Español

Community School for Creative Education reconoce respetuosamente a los pueblos originarios de las tierras donde se construye este campus. Durante miles de años y cientos de generaciones, el pueblo Chochenyo administró activamente estas tierras para garantizar que estas sustentaran a todos los seres vivos. Esta tierra en la que se estableció CSCE fue y sigue siendo importante para la tribu Muwekma Ohlone. Hoy reconocemos el impacto que tuvo la colonización en la nación Chechenyo/Muwekma y reconocemos nuestra responsabilidad de ayudarlos a recuperarse de esta historia y asegurar un futuro sostenible

- | | | | |
|--|--------------------|----------------|-----|
| D. Approve the Agenda | Vote | Cheryna Wright | 1 m |
| E. Approve Minutes | Approve
Minutes | Davonna James | 3 m |
| Approve minutes for CSCE Board Meeting on February 12, 2026 | | | |
| F. Approve Minutes | Approve
Minutes | | 3 m |
| Approve minutes for CSCE Special Board Meeting on March 31, 2026 | | | |
| G. Approve Minutes | Approve
Minutes | Davonna James | 3 m |
| Approve minutes for CSCE Special Board Meeting on April 27, 2026 | | | |

II. CLOSED SESSION 6:16 PM

Potential Litigation Status Update and Discussion

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|---|--|--|-----|
| A. Potential Litigation Status Update and Discussion | | | 5 m |
|---|--|--|-----|

	Purpose	Presenter	Time
<p>The Board will meet in closed session to receive an update regarding the status of potential litigation matters affecting the organization and to discuss related legal considerations, risks, and next steps.</p>			
<p>B. Report Out of Closed Session (if any action is taken).</p>			
III. Development			6:21 PM
A. Transition from K–8 Charter School to Community-Based Educational Experience	Discuss	Cheryna Wright	20 m
<p>The Board will discuss and consider the organization’s transition from operating a K–8 charter school model to becoming a community-based educational organization. This transition is intended to expand the organization’s ability to serve students, families, and the broader community through educational enrichment programs, youth development initiatives, family engagement opportunities, and community partnerships.</p> <p>The proposed change reflects the organization’s commitment to continuing its educational mission while adapting to current operational, financial, and community needs. Board discussion will include the strategic vision for the transition, organizational structure, program development, compliance considerations, financial sustainability, and opportunities for stakeholder engagement.</p> <p>Board action may include approval of the transition plan and authorization for staff to take necessary steps to implement the new community-based educational model.</p>			
IV. Executive			6:41 PM
A. Board Governance and Board Member Role Descriptions	Discuss	Davonna James	5 m
<p>The Board will review and discuss updates to the organization’s governance structure and Board Member role descriptions in connection with the transition from a K–8 charter school to a community-based educational organization. As the organization evolves, it is important to ensure that governance practices, board responsibilities, and leadership expectations align with the organization’s revised mission, strategic priorities, and operational model.</p> <p>The discussion will include proposed updates to Board Member duties, officer responsibilities, committee structures, fiduciary oversight expectations, community</p>			

	Purpose	Presenter	Time
<p>engagement responsibilities, and governance policies. The Board will consider how board members can effectively support the organization’s transition, sustainability, fundraising efforts, strategic planning, and community impact.</p> <p>The Board may be asked to review, revise, and approve updated Board Member and Officer job descriptions, as well as any related governance policies necessary to support the organization’s future direction.</p>			
V. Facility			6:46 PM
A. Facilities Update	Discuss	America Foy	10 m
<p>Administration will provide an update regarding the organization’s facilities as it transitions from operating a K–8 charter school to a community-based educational organization. The update will include the current status of the facility, ongoing maintenance and operational needs, lease or occupancy considerations, asset management, and potential future uses of the site to support community-based programming.</p> <p>The Board will receive information on facility-related costs, timelines, compliance requirements, and opportunities to maximize the use of the organization’s physical resources during and after the transition. Staff may also present recommendations regarding facility planning, space utilization, and next steps to ensure alignment with the organization’s evolving mission and long-term sustainability goals.</p>			
VI. Finance			6:56 PM
A. Financial Update	Discuss	America Foy	10 m
<p>Administration will provide a financial update regarding the organization’s transition from operating a K–8 charter school to a community-based educational organization. The presentation will include a review of current financial conditions, year-to-date revenues and expenditures, cash flow projections, outstanding obligations, and anticipated costs associated with the transition.</p> <p>The Board will receive information regarding the financial impact of the organizational change, including budget adjustments, asset disposition or retention, grant and fundraising opportunities, and strategies to ensure long-term fiscal sustainability. Staff will also discuss any required financial reporting, compliance obligations, and</p>			

	Purpose	Presenter	Time
projected funding sources to support future community-based educational programs and services.			
This item is for information, discussion, and possible direction to staff regarding financial planning and resource allocation during the transition process.			

VII. Other Business

VIII. Closing Items

7:06 PM

A. Adjourn Meeting	Vote	Cheryna Wright	1 m
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THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Community School for Creative Education, 2111 International Boulevard, Oakland CA 94606 510 686 4131.

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

Coversheet

Clarification of Board Service, Compensation, and Conflict-of-Interest Standards; Review of Proposed Article XIX

Section: V. Board Governance
Item: B. Clarification of Board Service, Compensation, and Conflict-of-Interest Standards; Review of Proposed Article XIX
Purpose: Discuss
Submitted by:
Related Material: PROPOSED ARTICLE XIX.docx

PROPOSED ARTICLE XIX

BOARD SERVICE, COMPENSATION, AND CONFLICT-OF-INTEREST STANDARDS

Section 1. Purpose

This Article is adopted to clarify the distinction between service performed in a director or officer capacity and any separate services rendered to the corporation; to reaffirm that directors may not receive compensation for board or officer service under Article VII, Section 22; and to establish procedures for disclosure, review, and approval of any transaction that may create an actual or perceived conflict of interest, particularly during closure or wind-down of the corporation. This Article shall be interpreted consistently with the Articles of Incorporation, these Bylaws, and all applicable law.

Section 2. Board Service Defined

For purposes of these Bylaws, service performed in a director or officer capacity includes, but is not limited to, attendance at board meetings, committee service, governance oversight, fiduciary duties, policy review, strategic planning, and service as Chair, Vice-Chair, Secretary, Chief Financial Officer, President, Executive Director, Head of School, or any other officer role established by the Board.

Section 3. No Compensation for Board or Officer Service

No director or officer shall receive compensation, wages, stipends, honoraria, fees, or other remuneration for service performed in the person's capacity as a director or officer of the corporation. Directors and officers may be reimbursed only for reasonable, documented out-of-pocket expenses incurred in the performance of official duties, to the extent permitted by law and approved in accordance with Board policy.

Section 4. Separate Services

Nothing in this Article shall prohibit the corporation from engaging a director or officer for services outside the scope of board or officer service, provided that:

- (a) The arrangement is disclosed in advance to the Board in writing;
- (b) The proposed compensation is reasonable and comparable to fair market value for similar services;
- (c) The interested director does not participate in any deliberation or vote on the matter;
- (d) The arrangement is reviewed and approved in advance by a majority of disinterested directors at a properly noticed meeting;
- (e) The arrangement is memorialized in a written agreement or scope of work; and
- (f) The transaction complies with the corporation's conflict-of-interest policy and all applicable law, including, where applicable, Government Code Section 1090 et seq.

Section 5. Conflict-of-Interest Review

Any transaction, expenditure, or proposed payment involving a director, officer, or related person that may create an actual or perceived conflict of interest shall be subject to the following procedures:

- (a) The interested person shall disclose the nature and extent of the interest in writing to the Board prior to any discussion;
- (b) The interested person shall recuse themselves from all deliberation and voting on the matter;
- (c) The disinterested directors shall determine whether the transaction is fair, reasonable, and in the best interests of the corporation;
- (d) Any approval shall be by a majority vote of the disinterested directors present at a properly noticed meeting; and
- (e) The disclosure, recusal, discussion, and vote shall be documented in the minutes of the meeting.

Section 6. Closure and Wind-Down Expenditures

During any closure, dissolution, or wind-down process, expenditures shall be limited to obligations that are necessary to:

- (a) Comply with applicable federal, state, and local law;
- (b) Preserve and protect corporate assets;
- (c) Pay valid and documented debts and liabilities;
- (d) Protect and transfer student records as required by law;
- (e) Complete required filings with regulatory and taxing authorities; and
- (f) Carry out an orderly closure of the corporation.

Any proposed expenditure involving a director, officer, or related person during closure or wind-down shall require heightened disclosure and shall be approved only by a majority of disinterested directors.

Section 7. Documentation and Records

All disclosures, recusals, approvals, contracts, invoices, and supporting records relating to compensation, conflicts of interest, or closure-related expenditures shall be retained with the corporate records and shall be available for inspection by directors in accordance with these Bylaws and applicable law.

Section 8. Severability

If any provision of this Article is determined to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

END OF PROPOSED ARTICLE XIX

Coversheet

Limitation of Unilateral Board Authority; Review of Proposed Article XX

Section: V. Board Governance
Item: C. Limitation of Unilateral Board Authority; Review of Proposed Article XX
Purpose: Discuss
Submitted by:
Related Material: PROPOSED ARTICLE XX.docx

PROPOSED ARTICLE XX

LIMITATION OF UNILATERAL BOARD AUTHORITY AND PRESERVATION OF COLLECTIVE GOVERNANCE

Section 1. Purpose

This Article is adopted to clarify that all corporate authority shall be exercised by or under the direction of the Board of Directors as a whole, and that no individual director, including the Board Chair, may exercise authority reserved to the Board unless expressly delegated by formal Board action. This Article is intended to preserve collective governance, prevent unilateral overreach, and ensure compliance with the California Nonprofit Public Benefit Corporation Law, the Ralph M. Brown Act, and all other applicable law.

Section 2. No Unilateral Authority

No individual director, including the Board Chair, Vice-Chair, or any committee chair, shall have the authority to bind the corporation, direct staff, approve expenditures, authorize contracts, make financial or operational decisions, or otherwise act on behalf of the corporation except as expressly and specifically delegated by a vote of the Board at a properly noticed meeting. Any action taken by an individual director without such express authority shall be voidable by the Board.

Section 3. Role of the Board Chair

The Board Chair is a presiding officer and facilitator of Board process, not the chief executive or operational supervisor of the corporation. The Chair's authority is limited to:

- (a) Presiding at meetings of the Board of Directors;
- (b) Calling special meetings as authorized under Article VII, Section 17 of these Bylaws;
- (c) Appointing a nominating committee as authorized under Article VII, Section 6 of these Bylaws; and
- (d) Performing such additional duties as the Board may expressly assign by formal action at a properly noticed meeting.

The Chair shall not, by virtue of the title alone, possess any authority to direct staff, approve expenditures, make financial decisions, enter into contracts, or exercise powers reserved to the Board as a whole.

Section 4. Board Equity

No director shall have greater authority or decision-making power than any other director except as expressly granted by the Board in writing or by duly adopted policy. All directors shall have equal voting rights and equal access to information under Article XV of these Bylaws. The Board Chair shall not exercise supervisory authority over any other director.

Section 5. Prohibition on Individual Direction of Staff

No director, including the Board Chair, may direct, supervise, evaluate, discipline, or issue instructions to any employee, independent contractor, or agent of the corporation except as expressly authorized by Board action or a duly adopted Board policy. All operational authority over staff shall be exercised through the Board's collective action or through properly delegated management personnel.

Section 6. Delegation of Authority Must Be Express

Any delegation of authority to an individual director, officer, employee, or committee must be:

- (a) Made by formal Board action at a properly noticed meeting;
- (b) In writing or recorded in the minutes of the meeting;
- (c) Specific as to the scope and limits of the authority delegated; and
- (d) Subject to modification or revocation by the Board at any time.

No delegation shall be implied from title, custom, past practice, or silence.

Section 7. Financial Authority

No individual director, including the Board Chair, may approve invoices, authorize payments, sign checks, enter into contracts, or incur financial obligations on behalf of the corporation unless expressly authorized in writing by the Board or by a duly adopted expenditure approval policy. Any such authorization shall state the specific dollar limits and scope of authority granted.

Section 8. Remedy for Unauthorized Action

The Board may, by majority vote at a properly noticed meeting, rescind, void, or ratify any action taken by an individual director without proper authority. The Board may also take such other action as it deems necessary to protect the interests of the corporation, including seeking legal recourse if warranted.

Section 9. Training and Orientation

All directors, upon election or appointment, shall receive a copy of these Bylaws and shall be advised of the limitations on individual director authority set forth in this Article. The Board may require periodic training on governance, conflicts of interest, and the Brown Act to ensure compliance.

Section 10. Severability

If any provision of this Article is determined to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

END OF PROPOSED ARTICLE XX

Coversheet

Facilities Update

Section: VI. Facilities
Item: A. Facilities Update
Purpose: Discuss

Submitted by:

Related Material:

23-2601 In-Lieu of Prop 39 Facilities Use Agreement for 2024-2027 – Community School for Creative Education Charter School - Office of Charter Schools.pdf



Board Office Use: Legislative File Info.	
File ID Number	23-2601
Introduction Date	1/24/2024
Enactment Number	24-0229
Enactment Date	1/24/2024 er

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Jenine Lindsey, Interim General Counsel
 Kelly Krag-Arnold, Director, Office of Charter Schools

Meeting Date January 24, 2024

Subject In-Lieu of Prop 39 Facilities Use Agreement for 2024-2027 – Community School for Creative Education Charter School

Ask of the Board Approval by the Board of Education of the In Lieu of Proposition 39 Facilities Use Agreement between the District and Community School for Creative Education Charter School for use of the 2111 International Blvd Campus, as specified in the Agreement, for a three-year term, for the period July 1, 2024 through June 30, 2027, with anticipated revenue to the District of \$139,057 in 2024-25.

Background Prop 39 is an annual process the district must engage in, by which charter schools apply for facilities space that is “reasonably equivalent” to the space that district school students receive.

12 schools, including Community School for Creative Education Charter School, applied to Prop 39 for the 2024-25 school year.

Discussion The language in this in-lieu of Prop 39 Facilities Use Agreement is similar to the language used in prior years. The primary difference is language that places greater responsibility on charter schools (including for alarm monitoring, furnishings, and maintenance of grounds) using OUSD facilities. Additionally, there is a 5% premium for year 2 of the FUA and a 10% premium for year 3 of the FUA.

Approving this Facilities Use Agreement would ensure compliance with Prop 39 law.

Fiscal Impact Anticipated revenue of \$139,057 for 2024-25, calculated as (\$4.56/sq ft) x (30,495 sq ft).

The charter school will pay separately for utilities and custodial services. Note that the district remains responsible for routine repair and maintenance at the site.

Attachment(s) • Facilities Use Agreement

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
COMMUNITY SCHOOL FOR CREATIVE EDUCATION CHARTER SCHOOL**

This Facilities Use Agreement (“Agreement”) is by and between the Oakland Unified School District (“OUSD” or “District”), a California public school district and Community School for Creative Education Charter School (“Charter School”), a California non-profit public benefit corporation, for use of classroom space for educational purposes. District and Charter School may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter properly approved pursuant to California law;

WHEREAS, Charter School properly made a timely request for facilities to District under Proposition 39, Education Code section 47614, and implementing regulations, as may be amended from time to time (collectively, “Proposition 39”) for the 2024-2025 school year;

WHEREAS, under this Agreement, Charter School acknowledges that it is not necessarily receiving the exact number of rooms and/or square footage (e.g., number of teaching stations, specialized classroom space) for which it is eligible under Proposition 39 and, via this Agreement, Charter School is waiving its right under Proposition 39 to be provided with such rooms and/or square footage for the 2024-2025, 2025-26, and 2026-27 school years;

WHEREAS, District and Charter School enter into this Agreement wherein District and Charter School mutually agree that, during the 2024-25, 2025-26, and 2026-27 school years, Charter School will occupy classrooms and use facilities (“Premises”), as particularly described in Exhibit A, located at: 2111 International Blvd, Oakland, CA 94606; and

WHEREAS, the purpose of this Agreement is to satisfy any and all District obligations to provide facilities for Charter School, including (but not limited to) those under Proposition 39 for the 2024-2025, 2025-26, and 2026-27 school years.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Use of Premises.** District agrees to allow use of the Premises by Charter School for the sole purpose of operating Charter School’s educational program, and all associated uses therewith, for grade(s) TK-8 in accordance with its approved Charter Petition and this Agreement as well as all applicable federal, state, and local laws and regulations as well as District policies, regulations, and directives. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste on or about the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls, or ceiling which

endanger the structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain on or about the Premises except in trash containers designated for that purpose.

- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. At all times, Charter School shall prohibit the use of tobacco products on the Premises and comply with all related federal, state, local, and District laws, regulations, and policies.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances. Charter School shall comply with District policies and District administrative regulations—as updated from time to time—regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved in writing in advance by District. However, Charter School need not comply with policies in cases where actual District practice substantially differs from official policies, in which case Charter School shall comply with actual District practice. Where the Premises are damaged by Charter School’s invitees and/or guests and Charter School’s negligence in supervising its invitees and guests was a contributing factor, Charter School’s insurance shall be primary for such damage.
- 1.5. Charter School shall be liable for actual damages to District if Charter School does or permits anything to be done on or about the Premises or brings or keeps anything therein which in any way increases District’s existing insurance rate or affects any fire or other insurance upon the Premises, or causes a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, or if Charter School sells or permits to be kept, used, or sold on or about the Premises anything which may be prohibited by a standard form policy of fire insurance.
- 1.6. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by members of the community shall not interfere with Charter School’s educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to District, unless Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance and custodial services, in which case the fee shall be paid to Charter School.
- 1.7. Charter School shall respond in a timely manner to concerns or complaint raised by members of the community directed at Charter School or related to Charter School

activities and shall work to resolve such concerns or complaints, including but not limited to trash removal, traffic, parking, littering, and noise.

- 1.8. In the event of an emergency, all District facilities, including the Premises, shall be available for use by the American Red Cross or public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. Whether the Premises are selected or used as emergency locations shall be at the sole discretion of District.

2. **Term.** The term of this Agreement shall be for 3 years (“Term”). The commencement date shall be July 1, 2024, (“Commencement Date”), and, unless sooner terminated under any provision herein, this Agreement shall end on June 30, 2027 (“End Date”).

3. **Use Fee and Utilities**
 - 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the following annual rate(s) (“Use Fee”):

For 25,141 square feet: 2024-25 Proposition 39 per square foot rate of \$4.56 during the 2024-25 fiscal year; 1.05 times the 2025-26 Proposition 39 per square foot rate during the 2025-26 fiscal year; and 1.10 times the 2026-27 Proposition 39 per square foot rate during the 2026-27 fiscal year; and

For 1,369 square feet, including utilities: two (2) times the 2024-25 Proposition 39 per square foot rate of \$4.56 during the 2024-25 fiscal year; and two (2) times the 2025-26 Proposition 39 per square foot rate during the 2025-26 fiscal year; and two (2) times the 2026-27 Proposition 39 per square foot rate during the 2026-27 fiscal year.
 - 3.2. Charter School shall have the use the premises, including 12 classrooms, as detailed in Exhibit A, for the 2024-25, 2025-26, and 2026-27 fiscal years.
 - 3.3. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by June 30.
 - 3.4. The Use Fee shall not include the utility or custodial charges for the Premises. Charter School shall be responsible—at its sole cost, expense, and responsibility—for the cost of all services and utilities to the Premises, including, but not limited to, heating, ventilation and air-conditioning, gas, electricity, water, telephone, pest management, trash collection, sewage disposal, security and fire alarm monitoring, janitorial, fire abatement, gardening/landscaping, and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility or service provider. District shall remain responsible, as set forth in Section 14 (Maintenance), for all major maintenance necessary to bring utilities to the Premises.
 - 3.5. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due to District under this Agreement will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult

to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, in addition to the Use Fee, a late charge (“Late Charge”) equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that each Late Charge represents a fair and reasonable estimate of the costs District will incur by reason of each late payment by Charter School. Acceptance of any Late Charge by District shall in no event constitute a waiver of Charter School’s default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Internet.** Notwithstanding Section 3, Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software, and hardware. Charter School may use any pre-existing T-1 Line located in the Premises, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from District's Technology Services Department. Charter School shall be responsible for any and all improvements to the facilities made in order to allow upgrades to utilities and shall obtain District’s prior written consent and approval for any such improvements pursuant to Section 15 (Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements) of this Agreement.
5. **Furnishings and Equipment.** The furnishings and equipment to be provided by District for Charter School are those furnishings and equipment that exist at the Premises as of the effective date. Said furnishings and equipment fulfill any and all District legal obligations to under Proposition 39 for the Term. Charter School is responsible for any furnishings and equipment over and above those provided by District as of the effective date. Charter School shall return all District-owned furniture, fixtures, and equipment to District in like condition at the end of the Term or upon termination under this Agreement, excepting ordinary wear and tear. Charter School shall be fully and solely responsible for costs to repair or replace any damaged furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear.
6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.
7. **Parking.** Charter School shall abide by District policies, regulations, and directives concerning the use of parking such as those related to the drop-off and pick-up of students. Charter School shall instruct its visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Charter School shall not abandon any inoperative vehicles or equipment on any portion of District property. District shall not be liable for any personal injury suffered by Charter School or Charter School’s visitors, invitees, and guests arising out of the use of parking at or near the School Site. District shall not be responsible for any damage to or destruction or loss of any of Charter School or Charter School’s visitors, invitees, or guests’ personal property located or stored in street parking, or on District property except where caused by District’s negligence or misconduct. Charter School accepts any portion of the Premises available for parking “as is” and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to such parking.

8. **Full Satisfaction of Proposition 39/Release of Claims.** Parties agree that this is a negotiated agreement and that, upon execution of this Agreement, all obligations of District to Charter School under Proposition 39 have been satisfied with respect to requests for and offers of facilities for the 2024-25, 2025-26, and 2026-27 school years and Charter School agrees to waive its right to bring a legal action based on any claims arising out of or relating to alleged compliance or noncompliance with Proposition 39 for the 2024-25, 2025-26, and 2026-27 school years. This waiver does not extend to the rights and obligations of the Parties set forth in this Agreement.

9. **Condition of Premises.**
 - 9.1. District shall not be required to make or construct any alterations—including but not limited to structural changes, additions, or improvements—to the Premises except as set forth herein. District shall remain responsible for ensuring the Premises is in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards except that Charter School, and not District, shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification of the Premises by Charter School after Charter School takes possession of the Premises at the start of the Term. Charter School shall obtain District’s prior written consent and approval for any such modification pursuant to Section 15 (Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements) of this Agreement. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

 - 9.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. District warrants that the Premises may be used to operate the Charter School’s educational program. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

 - 9.3. If structural damage occurs to the Premises, making the structure damaged to a lesser condition than existed on the effective date, then District will, at its sole discretion, either provide reasonably equivalent alternative facilities to Charter School to accommodate its projected in-District ADA for the remaining term of this Agreement, or repair the damage in order to bring it back to a condition which is similar to the condition which existed on the effective date. District shall provide temporary facilities to accommodate any in-District students displaced during any repair. District shall, in good faith, pro-rate the Use Fee during the “repair” period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities and the temporary facilities cannot serve as an adequate replacement.

 - 9.4. Charter School shall not change the locks on the building without written approval by OUSD’s Buildings and Grounds Department. If Charter School chooses to change the locks

on the building after such written approval, Charter School is responsible for the cost of District rekeying the building prior to vacating the site.

10. **Title to Premises.** The Parties acknowledge that title to the Premises and all associated real property is held by District.
11. **District's Entry and Access to Premises.** District and its authorized representatives shall have the right, with two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, District may provide less than two school-days' prior written notice with good cause and that no prior notice shall be required in an emergency situation. In an emergency, District shall make its best efforts to give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability.
 - 11.1. If Charter School is violating the any of the use restrictions of this Agreement or is not in material compliance with any applicable law related to its use of the Premises, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School due District (beyond any Use Fees or other payments due District), within ten (10) days of written demand.
 - 11.2. If Charter School fails to perform any covenant or condition required to be performed by Charter School pursuant to this Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School. However, no such prior written notice is required in the case of emergencies. Charter School shall reimburse District for all costs incurred by District within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under this Agreement shall be paid by Charter School to District within ten (10) days of written demand. District may, during the progress of any work authorized by this Subsection (11.2), keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School by reason of making the repairs or the performance of any work.
 - 11.3. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, or conduct inspections of the Premises, or any other legally permissible purposes. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent

with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.

- 11.4. Charter School expressly waives any claim for damages for any inconvenience to or interference with Charter School's educational program and for any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section (11).

12. Surrender of Premises.

- 12.1. On the last day of the Term, or upon any termination under this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims, and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims, and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 12.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect ("DSA").
- 12.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove, or dispose of such abandoned property shall be the responsibility of Charter School.
- 12.4. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon termination under this Agreement without the express written consent of District, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 12.5. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon termination under this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period, subject to the limitations set forth in this Section (12). No payment of money by Charter School after (i) the end of the Term, (ii) earlier termination of this Agreement, or (iii) the giving of notice of early termination by either Party shall reinstate, continue, or extend the Term.

12.6. Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2024-24 school year, upon which the Premises are provided, is 149.96. The Parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply separately to each Proposition 39 request year covered by this Agreement.

13. Taxes and Assessments. Charter School shall pay any assessment on the Premises, such as any fee or tax on any improvements Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, any rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School’s legal or equitable interest created by this Agreement, and any taxes assessed against and levied upon Charter School’s alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises’ address and where the proceeds so generated are applied by the city, county, or other local taxing authority having jurisdiction. The provisions of this Section (13) shall survive the expiration or termination under this Agreement. Nothing in this Section (13) shall be construed to override the requirement in Section 15 (Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements) that Charter School obtain the express written consent of District to perform any improvements on the site, unless expressly permitted by this Agreement.

14. Maintenance.

14.1. Charter School agrees to provide, at its own cost and expense, any and all day-to-day upkeep and operations for the Premises, including (without limitation) routine repair, cleaning, and general maintenance. Maintenance to be provided by Charter School shall be consistent with the standards set forth by this Agreement and shall insure safe and healthful use.

14.2. District shall have no day-to-day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code and all rights to make day to day repairs at the expense of District as provided in section 1942 of the Civil Code.

14.3. District shall be responsible for the major maintenance of the Premises. For purposes of this Agreement, “major maintenance” includes (but is not limited to) all non-routine maintenance, replacement and repair services, including the major repair or replacement of the roof, flooring, mechanical systems (plumbing, heating, ventilation, air conditioning, electrical), exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Pursuant to Section 5 (Furniture and Equipment), Charter School shall be responsible for replacement and repair of furnishings and equipment.

15. Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements.

15.1. Charter School shall not construct or cause to be constructed on the Premises any improvements (“Charter School’s Improvements”) without express prior written consent from District. At the time District considers Charter School’s request to construct

improvements on the Premises, District will inform Charter School, in writing, whether it will require Charter School to remove Charter School Improvements at the expiration or earlier termination of the Term.

- 15.2. Charter School shall, at its expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Government Code section 21000 *et seq.*) (“CEQA”), the Field Act (Education Code section 17280 *et seq.*), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that District assumes lead agency status for any “project” under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse District for any and all reasonable costs and expenses related to achieving compliance with CEQA.
- 15.3. Any modifications to the Premises, including (without limitation) construction, creation of gardens, painting, and addition of play structures or shade structures, must be approved in writing in advance by District’s Buildings and Grounds Department, and such approval shall not be unreasonably withheld, conditioned, or delayed. Charter School’s contractor must be approved in writing in advance by District, and such approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be: duly licensed in the State of California; bonded as required by law; maintain levels of casualty, liability, and workers’ compensation insurance; and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to Charter School’s Improvements including (without limitation): issuing requests for proposals to obtain competitive pricing as required by law; adhering to prevailing wage laws; making best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 (“Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy”); and adhering to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.
- 15.4. Under all circumstances, Charter School must seek and receive approval from DSA for any of Charter School’s Improvements if required by DSA.
- 15.5. Notwithstanding any other provision herein, Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of District.
- 15.6. Charter School shall, at all times, indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, for the benefit of, or on behalf of Charter School within the Premises, and from the cost of defending against such claims,

including (without limitation) attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall:

15.6.1. Record a valid Release of Lien; or

15.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

15.6.3. Procure and record necessary bonds that frees the Premises and all associated real property from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, Charter School shall be deemed to be in default of this Agreement, which shall be subject to immediate termination.

15.7. If required by District at the time it approves Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any termination under this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the Premises or other District property caused by removal of Charter School's Improvements and restore the Premises and all other District property damaged by the removal to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (i) accept ownership of Charter School's Improvements with no cost to District, or (ii) remove Charter School's Improvements at Charter School's sole expense. If District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of written demand.

16. Safety of Premises. Consistent with the requirement of Section 1 (Use of Premises), Charter School is responsible for safety and security on the Premises. Charter School specifically acknowledges, understands, and agrees that District is neither responsible for, nor has the obligation to supply, provide, establish, maintain, or operate security and safety measures for either Charter School or the Premises.

17. Incident/Accident/Mandated Reporting.

17.1. Charter School shall notify OUSD, via email pursuant to Section 23 (Notices), within twelve (12) hours of learning of any significant accident or incident on the premises. Examples of a significant accident or incident include (without limitation) an accident or incident that

involves serious injury or death or referral to law enforcement or possible or alleged criminal activity.

- 17.2. Charter School agrees to comply with all applicable federal, state, local, and District laws, statutes, ordinances, regulations, orders, and directives, regardless of form, with respect to COVID-19 health and safety requirements, guidance, and protocols, including but not limiting to proper face coverings, vaccination status, social distancing, hygiene practices, and maintenance of required cohorts, if applicable.

If District uses the property on which the Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, contractor, subcontractor, agent, representative, or student of Charter School and information necessary to perform contact tracing.

- 17.3. To the extent that an employee, subcontractor, agent, or representative of Charter School is included on the list of mandated reporters found in Penal Code section 11165.7, Charter School agrees to inform the individual, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

- 17.4. Charter School shall bear all costs of compliance with this Section (17).

18. **Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code sections 44237, 44830.1, and 45125.1 and other applicable statutes or regulations for the Premises. The District will ensure that it has complied with the foregoing for any district employee it sends to the Premises.

19. **Default and Termination.**

- 19.1. Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

- 19.1.1. The failure of Charter School to promptly pay the Use Fee, Late Charge, or other fees, payments, or indebtedness identified or required by this Agreement when such failure continues fifteen (15) days after written notice, provided that such a notice shall not be exclusive to, and shall be cumulative to, the procedure set forth under Code of Civil Procedure Section 1161.

- 19.1.2. The expiration of Charter School's charter without renewal. Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Education Code section 47605 *et seq.* as amended from time to time, provided that the charter school complies with all other provisions of this agreement.

- 19.1.3. The revocation of Charter School's charter by their authorizer. Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Education Code section 47605 *et seq.* as amended from time to time.
- 19.1.4. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.
- 19.1.5. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises. A move by Charter School to provide only virtual instruction as a result of Charter School students' or employees' quarantine due to exposure to, or infection with, COVID-19 or pursuant to local or state public health guidance or order shall not be deemed abandonment for purposes of this Paragraph (19.1.5).
- 19.1.6. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of this Agreement of a petition to have Charter School or any guarantor of this Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of this Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- 19.1.7. The making or furnishing by Charter School of any warranty, representation, or statement to District in connection with this Agreement, which is false or misleading in any material respect when made or furnished.

19.1.8. The assignment, subletting, or other transfer, or any attempted assignment, subletting, or other transfer, of this Agreement.

In the event of one or more of such defaults by Charter School, District shall have the right, in addition to all other rights available to District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a notice of termination. Upon termination of this Agreement, District may recover from Charter School the worth at the time of award any unpaid Use Fees, Late Charges, or other fees or payments owed to District by Charter School. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

19.2. District's Default. District shall not be in default of any of its obligations under this Agreement unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed, provided that nothing in this provision shall be construed so as to nullify, supersede, or render inapplicable to any such self-help remedies the requirement that any Charter School's Improvements require express prior written consent from District.

Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If District defaults hereunder after receipt of Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed, provided that nothing in this provision shall be construed so as to nullify, supersede, or render inapplicable to any such self-help remedies the requirement that any Charter School's Improvements require express prior written consent from District.

20. Reciprocal Indemnification. District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District.

Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release, and protect District, its affiliates, successors, and assigns as well as its officers, board

members, other members, partners, agents, representatives, and employees (“District Indemnified Party” or “District Indemnified Parties”) and hold District Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys’ fees) (collectively “Claims”) incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

- 20.1. Any default by Charter School in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Charter School’s part to be observed or performed;
- 20.2. The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School’s employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, “Liability”; collectively, “Liabilities”); or
- 20.3. Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys’ fees) are caused by Charter School’s negligence or misconduct, to the fullest extent permitted by law, District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees (“Charter Indemnified Party” or “Charter Indemnified Parties”) and hold Charter Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys’ fees) (collectively “Claims”) incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

- 20.4. Any default by District in the observance or performance of any of the terms, covenants or conditions of this Agreement on District’s part to be observed or performed;
- 20.5. The use or occupancy of the Premises by District or any person claiming by, through or under District or District’s employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, “Liability”; collectively, “Liabilities”); and
- 20.6. Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement. The applicable Party shall, upon receiving a proper request by a District or Charter Indemnified Party, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on all of the following terms and conditions:

- 20.7. Notice of the assumption of such defense (“Notice”) shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.
- 20.8. Such defense shall be conducted by reputable attorneys retained by District or Charter Indemnifying Party and approved by the other Party if choice of counsel is included in the relevant insurance policy, and with the prior written approval of all District and Charter Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at District or Charter Indemnifying Party’s sole cost and expense. In the event the interests of District or Charter Indemnifying Party and any such District or Charter Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility or the retention of separate counsel for each of District or Charter Indemnified Parties involved in the action, District or Charter Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel.
- 20.9. District or Charter Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened, or commenced (whether or not served) against Indemnifying Party, or any of the board members, directors, officers, agents, or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

- 21.1. As specified in this Section 21, Charter School is to purchase and maintain insurance with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.
- 21.2. Charter School acknowledges that any insurance maintained by District will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force, during the term of this Agreement, and any extensions thereto, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Two Million dollars (\$2,000,000) for bodily injury or death and property damage as a result of any one occurrence and Five Million dollars (\$5,000,000) general aggregate policy limit. In addition,

Charter School shall obtain a products/completed operations aggregate policy in the amount of Two Million dollars (\$2,000,000). The insurance carrier, deductibles, and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

- 21.4. During the Term of this Agreement, and any extensions thereto, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of all buildings and improvements located on the site of the Premises (including those not part of the Premises) as of the Commencement Date. District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to Charter School's personal property or alterations or improvements constructed by Charter School).

Charter School shall make no use of or permit any use to be made of the Premises and Charter School shall take no action or permit any action to be taken (other than based only on Charter School's occupancy of the Premises for Charter School's educational program as described by their Charter) that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and casualty insurance covering the Premises' buildings or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on Charter School's occupancy of the Premises) shall be charged to Charter School.

- 21.5. During the Term of this Agreement, and any extensions thereto, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide

District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval from District. District's approval shall not be unreasonably withheld, conditioned, or delayed. Any signs shall be at Charter School's cost and in compliance with all applicable state, local, and District legal requirements pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement, and any extensions thereto, Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of this Agreement, Charter School shall remove any signs that it has placed on the Premises and District property and shall repair any damage caused by the installation or removal of Charter School's signs.
23. **Notice.** Any notice required or permitted to be given under this Agreement must be sent via email to the below address and may also be given or served in person or sent via the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT:

Oakland Unified School District
Attn: Office of Charter Schools
1011 Union St., #947
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:

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

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

24. **Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer, or encumber this Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section (24).
25. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.

26. **Independent Contractor Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
27. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify Charter School's obligations under its Charter, or its authorizer's oversight authority.
28. **California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County.
29. **Compliance with All Laws.**
 - 29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School's use of the Premises, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including but not limited to CEQA and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
 - 29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
 - 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises or in connection with any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C.

6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a “hazardous substance” pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 29.4. Notice of Hazardous Substance. Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 29.5. Inspection. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section (29), and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. Indemnification. Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section (29).
30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees.
31. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

33. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.
34. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
35. **Approval of Governing Board.** This Agreement shall be subject to approval by the governing boards of each Party.
36. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
37. **Authorization to Sign Agreement.** Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party that the individual is executing this Agreement and that this Agreement is binding upon that Party in accordance with its terms.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

CHARTER SCHOOL

Name: Phillip Gedeon Signature: [Signature]
Position: Head of School Date: 11-16-2024

OUSD

Name: Benjamin Davis Signature: [Signature]
Position: Board President Date: 1/25/2024

Name: Kyla Johnson-Trammell Signature: [Signature]
Position: Secretary, Board of Education Date: 1/25/2024

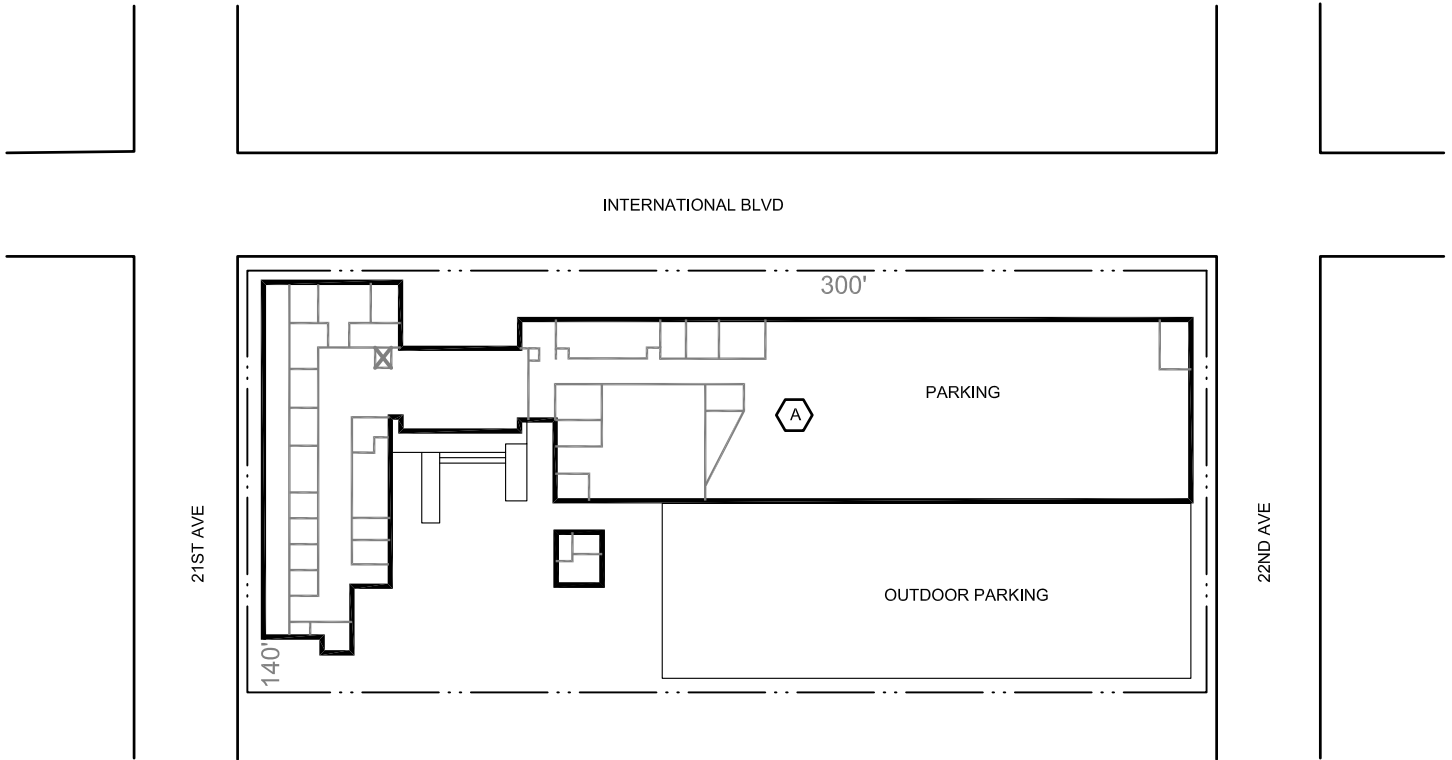
Template approved as to form by OUSD Legal Department.

Exhibit A
DESCRIPTION OF PREMISES

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached maps.

Exhibit A

Note: Charter has exclusive use of the entire campus



SITE PLAN

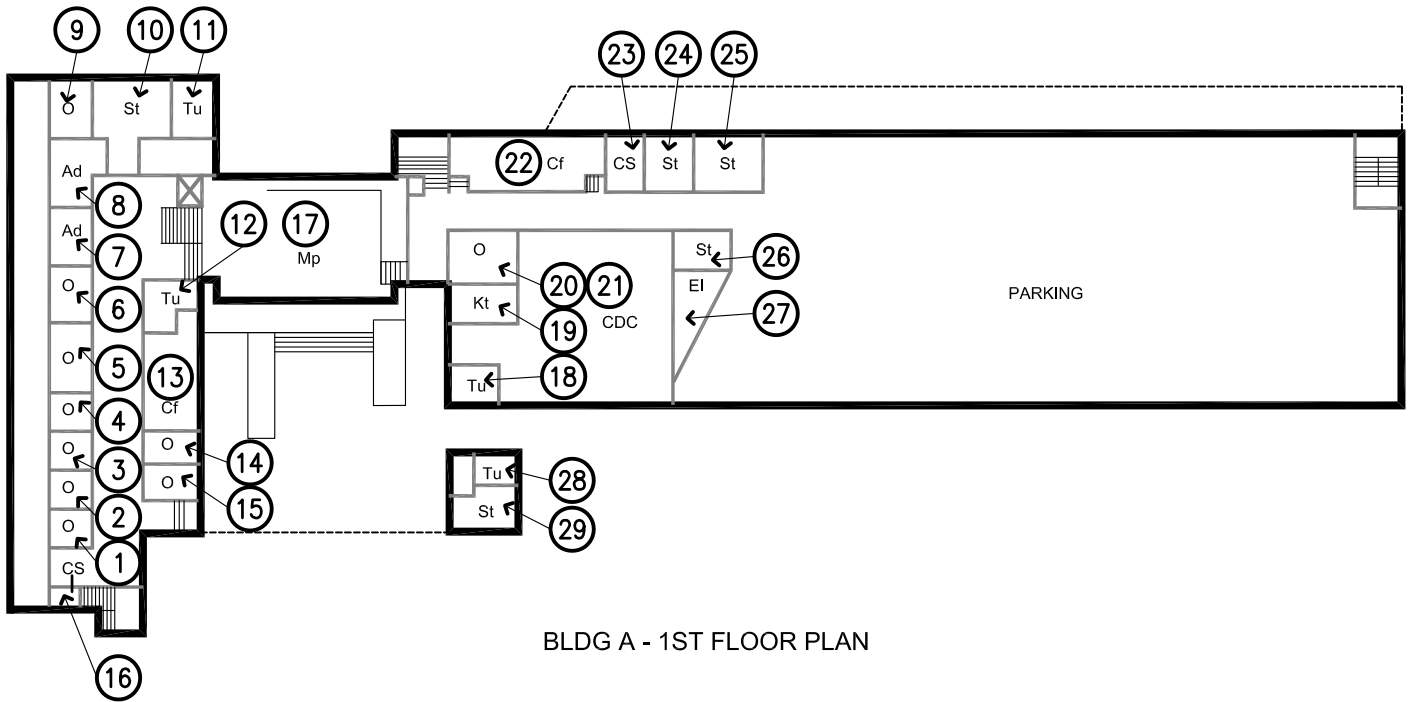
335 - 2111 INTERNATIONAL BLVD
2111 INTERNATIONAL, OAKLAND, CA 94606-2302



Date: 1/18/2013

Scale: N.T.S.

1 of 3

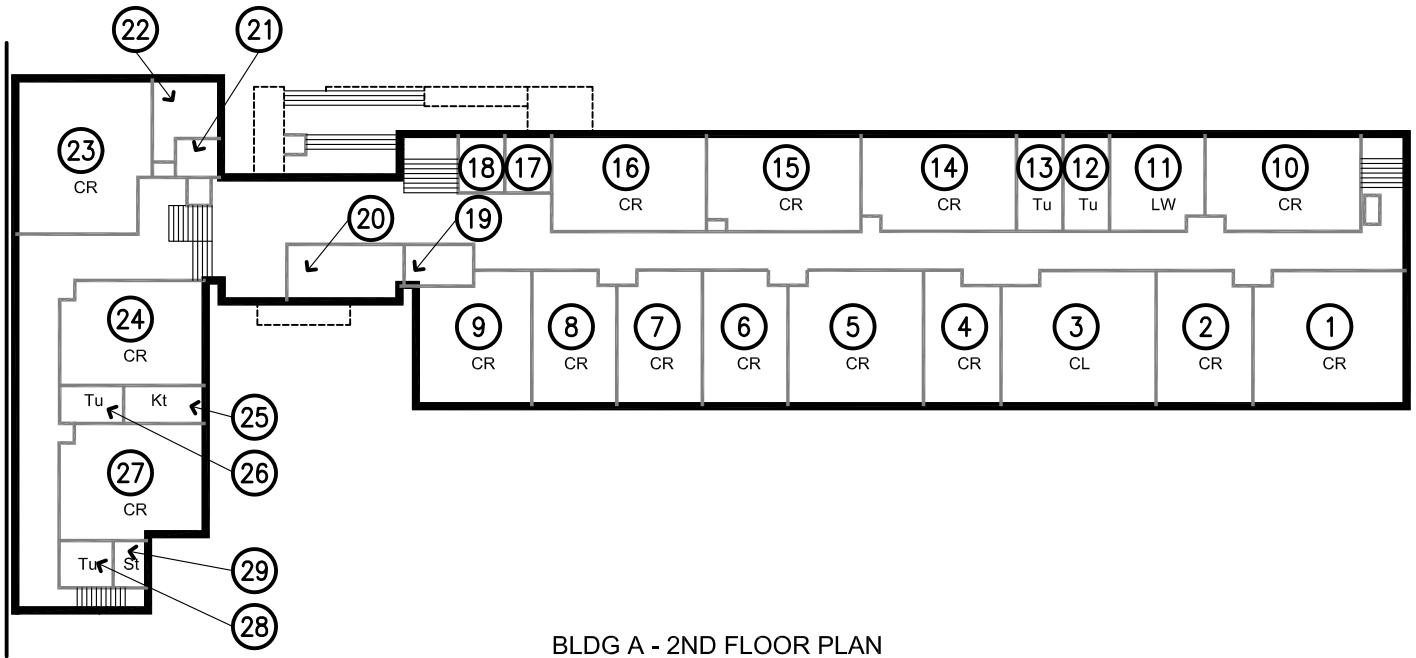


BLDG A - 1ST FLOOR PLAN
335 - 2111 INTERNATIONAL BLVD
 2111 INTERNATIONAL, OAKLAND, CA 94606-2302



Date: 1/18/2013

Scale: 1" = 40'-0"



BLDG A - 2ND FLOOR PLAN



BLDG A - 2ND FLOOR PLAN
335 - 2111 INTERNATIONAL BLVD
2111 INTERNATIONAL, OAKLAND, CA 94606-2302

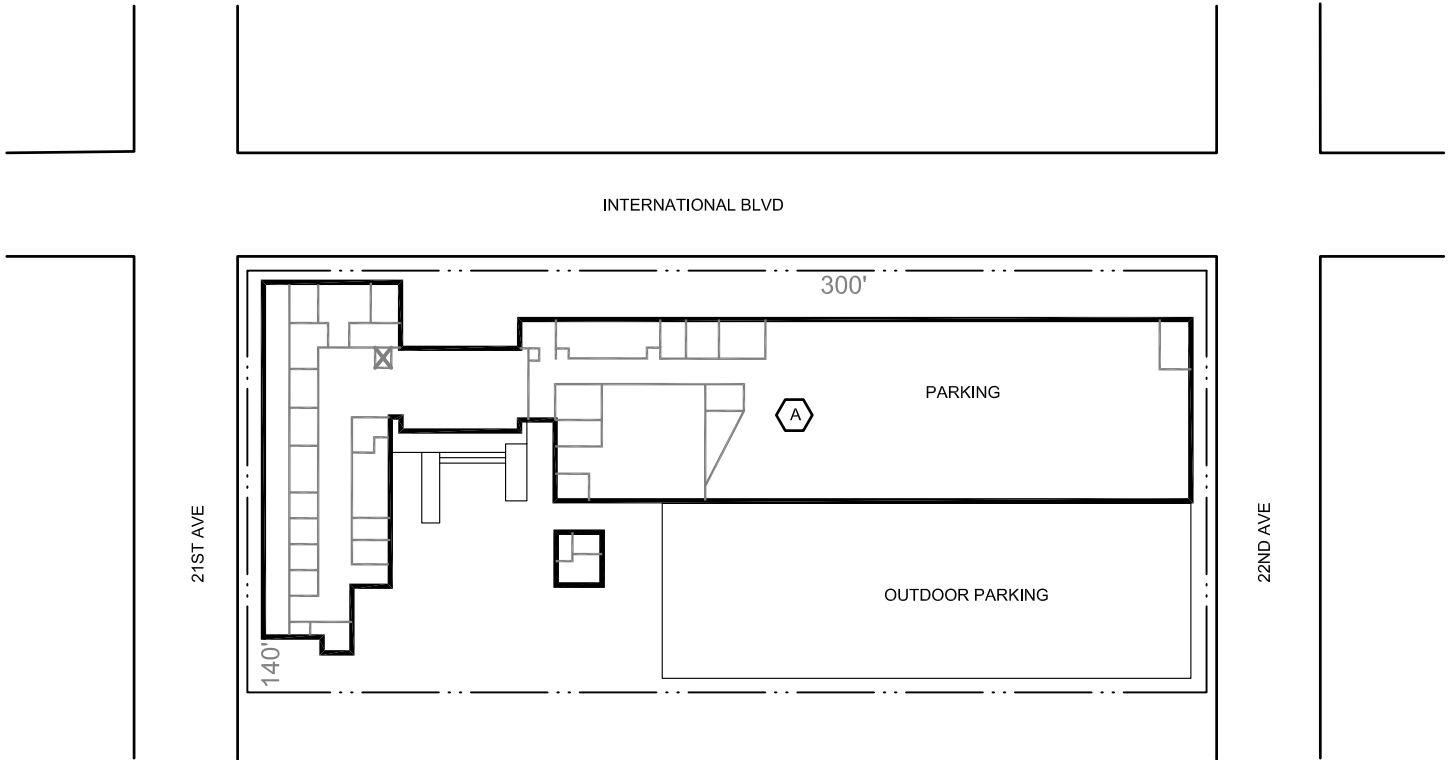


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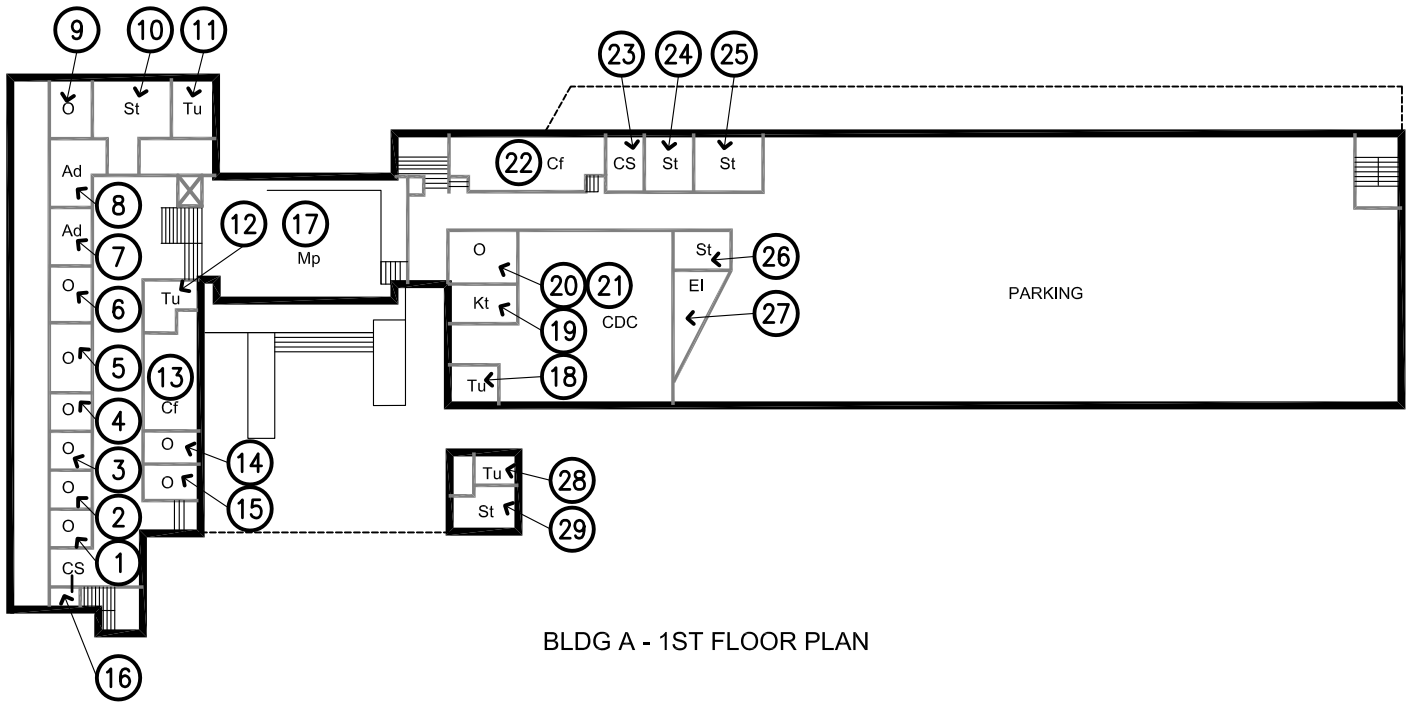
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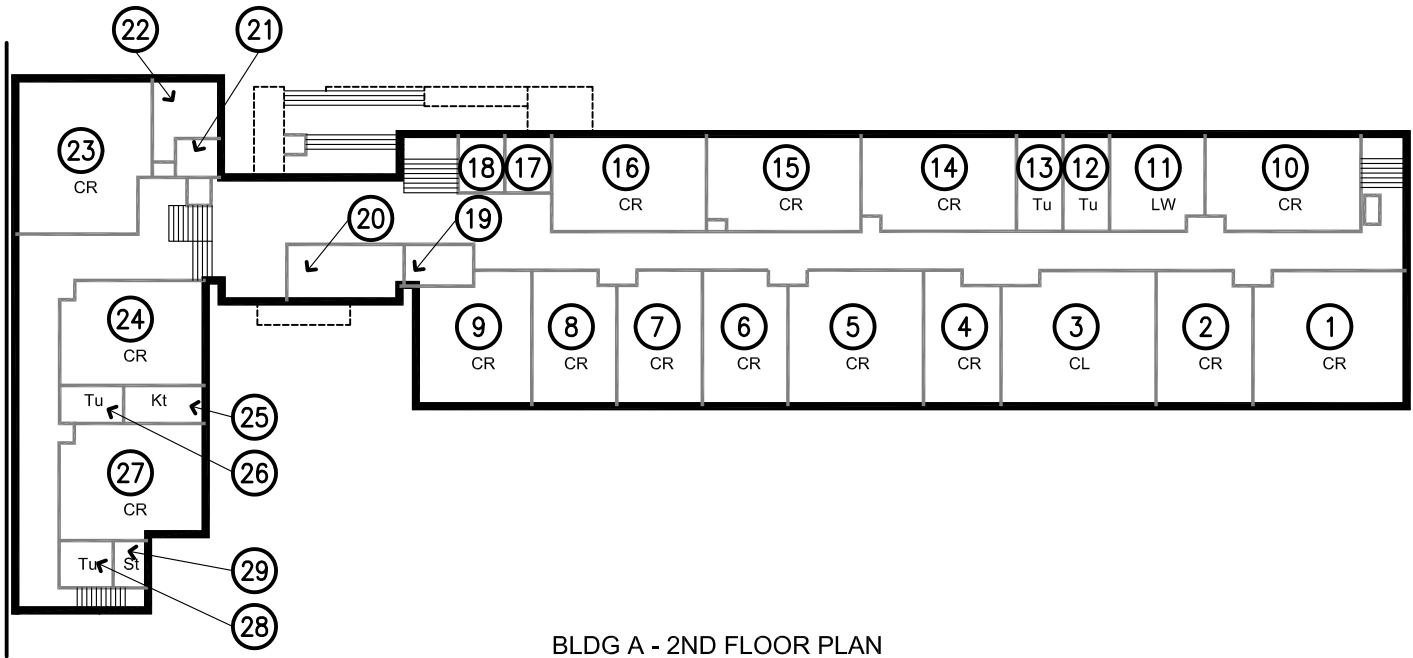


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BLDG A - 2ND FLOOR PLAN
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Date: 1/18/2013

Scale: 1" = 40'-0"

Coversheet

Approval of Facility Lease Surrender Assessment and Owner Representation Services Agreement

Section: VI. Facilities

Item: B. Approval of Facility Lease Surrender Assessment and Owner Representation Services Agreement

Purpose: Discuss

Submitted by:

Related Material:

06_25_2026 Board Item_ Approval of Facility Lease Surrender Assessment and Owner Representation Services Agreement .docx



06/25/2026 Board Item: Approval of Facility Lease Surrender Assessment and Owner Representation Services Agreement

Topic	Facility Lease Surrender Assessment and Owner Representation Services Agreement
Submitting Staff Member	Bill Kappenhagen, Head of School
Purpose	<p>Board Action / Vote Require (approve, adopt, authorize, ratify, reject, amend, or delegate authority)</p> <p>Discussion Only (deliberate, but no vote will occur at the meeting)</p> <p>Information / Update (staff report status, progress, developments)</p> <p>First Reading / Introduction</p> <p>Second Reading / Adoption</p> <p>Fiscal / Budget Oversight</p> <p>Contract / MOU Authorization</p> <p>Policy Review / Revision</p> <p>Compliance / Legal Update</p> <p>Personnel / Employment Matter</p> <p>Other: _____</p>
Executive Summary	<p>The Board will consider authorization of a Facility Lease Surrender Assessment and Owner Representation Services Agreement related to the close-out and surrender of Community School for Creative Education’s leased facility at 2111 International Boulevard, Oakland, California.</p> <p>The lease term expires on June 30, 2027. Oakland Unified School District has already notified CSCE that it intends to conduct pre-surrender and final surrender inspections and may identify repair obligations attributable to CSCE. OUSD may also complete repairs and invoice CSCE for associated costs.</p> <p>The proposed agreement would retain an independent facilities consultant to act solely in CSCE’s interests. The consultant would review lease obligations, assess facility conditions, document the premises, attend OUSD walkthroughs, evaluate repair responsibility, distinguish ordinary wear and tear from tenant-caused damage, assess deferred</p>

	<p>maintenance issues, review post-surrender invoices, and support CSCE in responding to disputed repair claims.</p> <p>The recommended Board action is to authorize the Head of School, Chief Financial Officer, or designee to execute an agreement for these services in an amount not to exceed \$18,000.</p>
<p>Purpose</p>	<p>This item is being presented to the Board because the surrender of the leased facility is a material close-out obligation of the school. The Board has a governance responsibility to ensure that CSCE protects public assets, manages contractual risk, documents facility conditions, and evaluates any repair claims or invoices in a responsible and evidence-based manner.</p> <p>This action supports the Board’s fiscal oversight role by authorizing a defined professional services agreement with a clear scope, deliverables, payment milestones, and not-to-exceed amount. It also supports legal and compliance oversight by ensuring that CSCE has independent technical representation during the lease surrender process.</p>
<p>Description</p>	<p>CSCE is concluding operations at its leased educational facility located at 2111 International Boulevard. The facility is owned by Oakland Unified School District and occupied by CSCE pursuant to a Facilities Use Agreement.</p> <p>The proposed agreement is designed to provide independent technical support during facility surrender. The consultant will serve as CSCE’s owner representative and facilities advisor. The theory of action is that a timely, independent, and well-documented facility assessment will reduce the risk of unsupported repair claims, clarify responsibility for disputed items, preserve evidence of facility conditions, and support an orderly close-out process.</p> <p>The problem this agreement seeks to solve is the risk that CSCE may be asked to pay for repair costs without an independent record of facility condition, without a clear distinction between tenant-caused damage and ordinary wear and tear, and without a technical review of whether claimed costs are reasonable, supported, and consistent with the Facilities Use Agreement.</p>

	<p>The consultant’s scope of services includes:</p> <ol style="list-style-type: none"> 1. Lease review and responsibility analysis. 2. Independent facility assessment. 3. Facility documentation and condition inventory. 4. Initial OUSD walkthrough representation. 5. Repair responsibility analysis and cost evaluation. 6. Final OUSD walkthrough representation. 7. Post-surrender invoice review. 8. Technical support and claims evaluation. <p>Expected deliverables include a Lease Responsibility Analysis Memorandum, Facility Condition Assessment Report, Photographic and Video Condition Archive, Facility Inventory Report, Initial Walkthrough Findings Report, Repair Responsibility Matrix, Independent Cost Analysis, Final Walkthrough Report, Invoice Review Memorandum, and Post-Surrender Claims Evaluation Report.</p>						
<p>Equity / Student Impact</p>	<p>This item does not create a new student program and does not directly affect instructional services. However, it supports the responsible close-out of the school and the stewardship of public funds. By limiting unnecessary or unsupported facility expenditures, CSCE preserves remaining resources for lawful close-out obligations, including student records, employee obligations, vendor obligations, audit requirements, and other closure-related responsibilities.</p> <p>The item is designed to benefit the school community as a whole by supporting an orderly, transparent, and fiscally responsible closure process.</p>						
<p>Implementation Timeline</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Date / Period</th> <th style="text-align: left;">Activity</th> </tr> </thead> <tbody> <tr> <td>June 27, 2026</td> <td>RFP posted for Facility Lease Surrender Assessment and Own Services.</td> </tr> <tr> <td>July 5, 2026</td> <td>Proposal submission deadline.</td> </tr> </tbody> </table>	Date / Period	Activity	June 27, 2026	RFP posted for Facility Lease Surrender Assessment and Own Services.	July 5, 2026	Proposal submission deadline.
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June 27, 2026	RFP posted for Facility Lease Surrender Assessment and Own Services.						
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	<p>Legal considerations include compliance with the Facilities Use Agreement, facility surrender obligations, preservation of records, review of repair responsibility, and evaluation of any disputed OUSD claims or invoices.</p>
<p>Community School Partner Component</p>	<p>This item does not require implementation through the school’s Lead Agency or community school partners. However, the work supports the broader close-out process by helping ensure that remaining public resources are managed responsibly and that the school’s closure obligations are completed in an orderly manner.</p> <p>If needed, community partners may be informed of facility surrender timelines only to the extent that those timelines affect access to the premises, removal of materials, student records, family services, or close-out communications.</p>
<p>Recommended Board Action</p>	<p>Move to authorize the Head of School, Chief Financial Officer, or designee to execute a Facility Lease Surrender Assessment and Owner Representation Services Agreement with a qualified facilities consultant related to the surrender of Community School for Creative Education’s leased facility at 2111 International Boulevard, Oakland, California, in an amount not to exceed \$18,000</p>
<p>Key Board Considerations</p>	<p>If the organization exists beyond the Charter School, what purposes can we use the facility?</p> <p><i>FUA: District agrees to allow use of the Premises by Charter School for the sole purpose of operating Charter School’s educational program, and all associated uses therewith, for grade(s) TK-8 in accordance with its approved Charter Petition and this Agreement as well as all applicable federal, state, and local laws and regulations as well as District policies, regulations, and directives. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.</i></p>
<p>Resources that will be necessary for the Board to have access to. Please link them here and ensure your sharing settings are</p>	<p>Before implementation, the following details and resources should be considered:</p>

<p>set to “commenter” access with the permission to make a copy.</p>	
<p>Final Disposition</p>	<p><input type="checkbox"/> Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/> Absent</p>
<p>Post Program Evaluative Notes</p>	<p>[write notes here to serve as the evaluation; if there is a formalized evaluation, link it and all supporting documentation here.]</p>

Coversheet

Head of School / Administration Report, Suggestions, and Recommendations

Section: VIII. Head of School / Administration Report
Item: A. Head of School / Administration Report, Suggestions, and Recommendations
Purpose: Discuss
Submitted by:
Related Material:
CSCE - Board Item_ Transitional Student Success Coaches.pdf
EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT (3).pdf



6.25.2026 Board Item: Transitional Student Success Coaches

Topic	Student Transition Support Program for Middle School Students Impacted by School Closure
Submitting Staff Member	Kappenhagen, Head of School Phyllis Hall, Deputy Director, ArtEsteem
Purpose	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Board Action / Vote Require (approve, adopt, authorize, ratify, reject, amend, or delegate authority) <input type="checkbox"/> Discussion Only (deliberate, but no vote will occur at the meeting) <input type="checkbox"/> Information / Update (staff report status, progress, developments) <input type="checkbox"/> First Reading / Introduction <input type="checkbox"/> Second Reading / Adoption <input checked="" type="checkbox"/> Fiscal / Budget Oversight <input checked="" type="checkbox"/> Contract / MOU Authorization <input type="checkbox"/> Policy Review / Revision <input type="checkbox"/> Compliance / Legal Update <input type="checkbox"/> Personnel / Employment Matter <input checked="" type="checkbox"/> Other: <u>Student transition support during school closure</u>
Executive Summary	<p>Community School for Creative Education (CSCE) seeks Board authorization to implement a temporary Student Transition Support Program during July and August 2026 to assist middle school students as they matriculate to their new school communities following the closure of CSCE.</p> <p>The proposal would fund three Student Success Coaches through an existing educational partner relationship to provide targeted support for students identified as being at heightened risk of experiencing difficulties during school transition. Services would include executive functioning support, conflict resolution, self-advocacy, mindfulness strategies, enrollment assistance, and supervised visits to students' receiving schools to meet counselors, teachers, and family liaisons.</p> <p>The purpose of the program is to reduce educational disruption associated with school closure and increase the likelihood that students begin the 2026-2027 school year successfully connected to their new</p>

	<p>school communities. This is a temporary, finite intervention designed exclusively for current CSCE students.</p>
<p>Purpose</p>	<p>This item is being presented to the Board to authorize expenditures associated with a temporary transition support program for students impacted by school closure.</p> <p>The Board's governance role is to determine whether the expenditure is a reasonable and necessary use of school resources that directly benefits students and supports the school's closure responsibilities.</p> <p>The proposal aligns with the Board's obligations to prioritize student well-being, continuity of educational services, and equitable transition outcomes during school closure.</p>
<p>Description</p>	<p>School closure creates significant disruption for students, particularly middle school students who are simultaneously navigating academic, social, and emotional developmental transitions.</p> <p>The Student Transition Support Program will utilize three Student Success Coaches to work with small groups of students throughout July and August 2026. The program is designed to help students successfully transition to their receiving schools through:</p> <ul style="list-style-type: none"> ● Executive functioning skill development ● Conflict resolution and self-advocacy strategies ● Mindfulness and self-regulation techniques ● Enrollment and school readiness support ● Relationship-building with receiving school counselors, teachers, and family support personnel ● Supervised visits to receiving school campuses <p>Theory of Action:</p> <p>If students receive targeted transition support before entering a new school environment, they will experience less anxiety, stronger school connectedness, improved readiness, and greater confidence as they begin the new school year.</p>

<p>Equity / Student Impact</p>	<p>The program primarily serves middle school students identified as having elevated transition risk due to academic, social-emotional, attendance, or engagement concerns.</p> <p>Middle school students who do not receive timely intervention after early academic failure face a substantially higher risk of long-term academic disengagement. Research on early warning indicators shows that course failure, poor attendance, and behavioral concerns in the middle grades are among the strongest predictors of later high school failure and non-graduation. These indicators do not guarantee that a student will drop out, but they signal that the student may already be moving off track unless adults intervene quickly with academic, attendance, behavioral, and relational supports.</p> <p>Students experiencing school closure may disproportionately encounter barriers to successful transitions, including anxiety, loss of peer relationships, and challenges navigating unfamiliar school systems.</p> <p>The intervention is designed to reduce these barriers and promote equitable access to supportive adults and resources at receiving school sites.</p>
<p>Implementation Timeline</p>	<ul style="list-style-type: none"> ● Late June 2026: Board authorization ● Early July 2026: Student identification and family outreach ● July-August 2026: Student Success Coach implementation ● August 2026: Supervised receiving school visits ● August 2026: Enrollment verification and transition completion
<p>Program Coordination</p>	<p>Bill Kappenhagen, Head of School, will oversee implementation, student identification, accountability measures, and contract management with educational partners.</p> <p>Student Success Coaches will facilitate small group interventions and coordinate transition activities with receiving schools.</p>
<p>Staffing Impact / Considerations</p>	<p>The program will utilize three contracted Student Success Coaches rather than hiring permanent employees.</p>

	<p>This is a temporary intervention lasting approximately three months and will conclude prior to the beginning of the 2026-2027 school year.</p>																
<p>Fiscal / Legal Considerations</p>	<p>Preliminary Budget Estimate</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 70%;">Expenditure Category</th> <th style="text-align: right;">Estimated Cost</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Three Student Success Coaches (three months)</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$60,000</td> </tr> <tr> <td style="padding: 5px;">ArtEsteem administrative overhead and fiscal management</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$7,500</td> </tr> <tr> <td style="padding: 5px;">Student transportation and staff travel between school sites</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$2,500</td> </tr> <tr> <td style="padding: 5px;">Program supplies and student materials</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$3,000</td> </tr> <tr> <td style="padding: 5px;">Student celebration, community-building activities, and recognition event</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$1,500</td> </tr> <tr> <td style="padding: 5px;">Contingency reserve</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$2,000</td> </tr> <tr> <td style="padding: 5px;">Total Estimated Cost</td> <td style="text-align: right; vertical-align: top; padding: 5px;">\$76,500</td> </tr> </tbody> </table>	Expenditure Category	Estimated Cost	Three Student Success Coaches (three months)	\$60,000	ArtEsteem administrative overhead and fiscal management	\$7,500	Student transportation and staff travel between school sites	\$2,500	Program supplies and student materials	\$3,000	Student celebration, community-building activities, and recognition event	\$1,500	Contingency reserve	\$2,000	Total Estimated Cost	\$76,500
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	<p>The Head of School requests authorization to expend an amount not to exceed \$80,000 to implement the Student Transition Support Program during July, August, September 2026.</p>
<p>Community School Partner Component</p>	<p>CSCE proposes to partner with ArtEsteem, the school's Lead Agency and long-standing community school partner, to implement the Student Transition Support Program. ArtEsteem already maintains established relationships with many of the participating students and families, positioning the organization to provide continuity of care during a period of significant change.</p> <p>ArtEsteem will deploy three Student Success Coaches to work directly with students during July and August 2026. Coaches will provide small-group support focused on executive functioning, self-advocacy, conflict resolution, mindfulness, and school transition readiness. Students will also participate in supervised visits to their receiving school campuses to meet counselors, teachers, and family liaisons and become familiar with their new learning environments before the start of the school year.</p> <p>In addition to coordinating direct student services, ArtEsteem will provide the administrative infrastructure necessary to support the program, including fiscal management, payroll processing, contractor oversight, expenditure tracking, and required accounting documentation. Utilizing an existing community school partner allows CSCE to leverage established systems rather than creating new temporary administrative structures during the school's closure process.</p> <p>This proposal advances the principles of the community school model by preserving trusted relationships, extending integrated student supports beyond the closure of the campus, and ensuring students experience a supported transition rather than an abrupt interruption in services.</p> <p>This program led by ArtEsteem would aim to provide Student Success Coaches who will serve as continuity agents between CSCE and students' receiving schools. Coaches will work directly with students and families to strengthen school readiness, facilitate enrollment processes, coordinate introductions to receiving school personnel, and help students build confidence before the first day of school.</p> <p>Partner organizations will support students in three key areas:</p>

	<ul style="list-style-type: none"> ● Academic readiness: Executive functioning, organization, self-advocacy, and goal-setting skills. ● Social-emotional wellness: Mindfulness, conflict resolution, self-regulation, and anxiety reduction strategies. ● School integration: Guided visits to receiving campuses and relationship-building with counselors, teachers, family liaisons, and support staff. <p>The proposed transition-coaching model incorporates promising features from early warning and dropout-prevention research. The model prioritizes students using academic, attendance, and engagement indicators; provides structured individual and family meetings; organizes students into small groups focused on transition skills and school belonging; includes a large-group transition activity; and coordinates directly with receiving schools. The model is designed to prevent middle school students from entering the next school placement already off track by combining relational support with concrete academic, attendance, enrollment, and family-engagement follow-up.</p> <p>ArtEsteem's role is limited to supporting currently enrolled CSCE students during the transition period and does not constitute a subsidy to receiving schools or partner organizations.</p>												
Recommended Board Action	The recommended action is for the Board to authorize the funding to partner with Artesteem to organize the work of Transitional Student Success Coaches.												
Recommended Motion	<i>Move to authorize the expenditure of \$80,000 to co-develop a transition program for our middle school and upper elementary school students.</i>												
Key Board Considerations	[Answers to questions Board members are likely to ask.] [Questions that you cannot solve and need some guidance on.]												
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Large group meeting	1–2 hours												
Total direct service	About 109–110 hours												
~80-90 hours for coordination, travel, documentation, outreach													

Final Disposition	<input type="checkbox"/> Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/> Absent
Post Program Evaluative Notes	[write notes here to serve as the evaluation; if there is a formalized evaluation, link it and all supporting documentation here.]

EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT

This Educational Services Independent Contractor Agreement ("Agreement") is entered into as of the Effective Date of the last signature below ("Effective Date") by and between:

Community School for Creative Education ("CSCE"), a California nonprofit public benefit corporation, and

Zachary Steele ("Contractor").

CSCE and Contractor may each be referred to as a "Party" and collectively as the "Parties."

1. Engagement

CSCE engages Contractor to provide educational consulting and support services as requested by CSCE, and Contractor accepts such engagement under the terms of this Agreement.

2. Independent Contractor Relationship

The Parties expressly acknowledge and agree that Contractor is engaged as an independent contractor and is not an employee of CSCE.

Nothing contained in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between the Parties.

Contractor shall determine the manner and means of performing the contracted services, subject only to the agreed-upon objectives, applicable law, and reasonable coordination with CSCE.

Contractor is solely responsible for:

- Payment of all applicable federal, state, and local taxes arising from compensation received under this Agreement.
- Filing all required tax returns.
- Maintaining any required business licenses or permits.
- Providing CSCE with a completed IRS Form W-9.

- Obtaining any insurance Contractor elects to carry.

Contractor understands that CSCE will issue an IRS Form 1099-NEC, as applicable, and will not withhold payroll taxes or provide employee benefits.

Nothing in this Agreement shall restrict Contractor from providing services to other clients, provided such services do not create a conflict of interest or violate Contractor's confidentiality obligations under this Agreement.

3. Term

This Agreement shall become effective immediately upon execution by both Parties and shall continue until terminated in accordance with this Agreement. There is no fixed expiration date.

4. Scope of Services

Contractor shall provide professional educational consulting and support services as requested by CSCE.

Services may include, but are not limited to:

- Managing and coordinating student transitions from CSCE to other educational placements.
- Preparing, organizing, and transmitting educational records as authorized.
- Coordinating with receiving schools, families, and authorized agencies.
- Providing educational consulting and administrative support related to student transitions.
- Preparing reports, documentation, and compliance materials.
- Performing other mutually agreed-upon non-student-facing consulting services.

The Parties acknowledge that Contractor is not engaged in a classroom teaching assignment or direct instructional role with students under this Agreement.

Nothing in this Agreement guarantees Contractor any minimum number of assignments, hours, or compensation.

Contractor shall perform services requested or approved by CSCE. Services expected to materially exceed previously authorized hours or substantially differ from the agreed scope shall require mutual written approval before additional work is performed.

5. Compensation

CSCE shall compensate Contractor at the rate of **One Hundred Dollars (\$100.00) per hour**.

Time shall be billed in **fifteen (15) minute increments**, with each increment billed at **Twenty-Five Dollars (\$25.00)**.

Contractor shall submit invoices describing services performed and time expended.

CSCE shall pay all undisputed invoices within **thirty (30) calendar days** of receipt.

If any portion of an invoice is disputed, CSCE shall notify Contractor in writing within **ten (10) business days** of receipt. The Parties shall work in good faith to resolve the dispute promptly. Undisputed portions of an invoice shall remain payable according to the original payment terms.

6. Reimbursement of Expenses

CSCE shall reimburse Contractor for all reasonable expenses incurred in performing services under this Agreement that have been approved in advance by CSCE.

Mileage shall be reimbursed at the then-current IRS standard mileage rate. Other approved expenses shall be reimbursed upon submission of appropriate documentation or receipts.

7. Confidentiality

Contractor acknowledges that, during the performance of services, Contractor may have access to confidential student, family, personnel, financial, and organizational information.

Contractor agrees to maintain the confidentiality of all such information and to comply with all applicable federal and state privacy laws, including but not limited to:

- The Family Educational Rights and Privacy Act (FERPA);
- Applicable provisions of the California Education Code;
- Applicable California privacy laws;
- Any other applicable federal or state laws governing confidential educational records.

These confidentiality obligations shall survive termination of this Agreement.

8. Insurance

CSCE shall not provide health insurance, workers' compensation insurance, unemployment insurance, disability insurance, liability insurance, or any other employee benefits or insurance coverage for Contractor.

Contractor is solely responsible for obtaining any insurance coverage Contractor elects to carry.

9. Ownership of Work Product

All reports, records, transition documents, correspondence, and other work product specifically created by Contractor for CSCE under this Agreement shall become the property of CSCE upon payment in full.

Contractor retains ownership of all pre-existing materials, templates, methodologies, professional knowledge, skills, processes, and tools developed independently of this Agreement.

10. Reliance on CSCE Direction

Contractor shall be entitled to rely in good faith upon information, directives, policies, and authorizations provided by CSCE and its authorized representatives.

Contractor shall not be responsible for institutional decisions regarding student placement, enrollment, discipline, educational programming, or other policy determinations made by CSCE.

Contractor's responsibility is limited to performing the contracted services in a professional manner consistent with applicable law and this Agreement.

11. No Authority to Bind CSCE

Contractor shall have no authority to enter into contracts or incur obligations on behalf of CSCE unless expressly authorized in writing.

12. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of this Agreement, except where prohibited by law.

13. Mutual Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, together with its officers, directors, employees, and agents, from claims, damages, liabilities, costs, or expenses arising from that Party's own negligence, willful misconduct, or violation of applicable law.

14. Compliance with Laws

Contractor shall perform all services in compliance with applicable federal, state, and local laws and regulations.

15. Termination

This Agreement may be terminated by either Party at any time, with or without cause, upon written notice to the other Party.

Upon termination, Contractor shall be compensated for all authorized services performed through the effective date of termination.

Sections relating to payment obligations, confidentiality, ownership of work product, indemnification, limitation of liability, and any other provisions intended by their nature to survive termination shall remain in effect.

16. Notices

Any notice required or permitted under this Agreement shall be provided in writing and delivered by personal delivery, certified U.S. Mail, or electronic mail to the addresses designated by the Parties.

Notice delivered by email shall be deemed received on the date transmitted unless the sender receives notice of failed delivery.

17. Attorney's Fees

In any legal action or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other relief awarded.

18. Governing Law

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

Venue for any action arising under this Agreement shall lie exclusively in the state or federal courts located in Alameda County, California.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior negotiations, discussions, and agreements, whether oral or written.

Any amendment or modification of this Agreement must be in writing and signed by both Parties.

If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one Agreement.

20. Signatures

COMMUNITY SCHOOL FOR CREATIVE EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Zachary Steele

Signature: _____

Date: _____

Coversheet

Resolution to Close CSCE

Section: VIII. Head of School / Administration Report
Item: C. Resolution to Close CSCE
Purpose: Vote
Submitted by:
Related Material: CSCE - Board Item_ School Closure Resolution Adoption.docx

Tab 1





5/28/2026 Board Item: Consideration and Possible Action on Resolution Authorizing the Voluntary Closure and Orderly Wind-Down of Community School for Creative Education

Topic	Consideration and Possible Action on Resolution Authorizing the Voluntary Closure and Orderly Wind-Down of Community School for Creative Education [Actual Resolution is here]
Submitting Staff Member	Bill Kappenhagen, Head of School
Purpose	<p>Board Action / Vote Require (approve, adopt, authorize, ratify, reject, amend, or delegate authority)</p> <p>Discussion Only (deliberate, but no vote will occur at the meeting)</p> <p>Information / Update (staff report status, progress, developments)</p> <p>First Reading / Introduction</p> <p>Second Reading / Adoption</p> <p>Fiscal / Budget Oversight</p> <p>Contract / MOU Authorization</p> <p>Policy Review / Revision</p> <p>Compliance / Legal Update</p> <p>Personnel / Employment Matter</p> <p>Other: _____</p>
Executive Summary	<p>[Actual Resolution is here] While recognizing the impact the school has had on the community of Oakland and the hundreds of students who have enrolled at CSCE, this resolution to close operations of Community School for Creative Education. This resolution will bring us into alignment with AB1912 and will show affirmative action to implement a school closure.</p>
Purpose	<p>Provide language and necessary documentation to vendors, partners in education, and regulatory bodies regarding the school’s closure. Bring the Board’s action into full compliance with the California Education Code.</p>
Summary Description	<p>The Board will consider adoption of Resolution No. 2026-01, approving and confirming the voluntary closure and orderly wind-down of Community School for Creative Education as a California public charter school.</p> <p>The resolution documents the Board’s prior action at the May 8, 2026 meeting to proceed with voluntary closure and confirms an effective closure date of June 30, 2026. The resolution states that the Board</p>

reviewed the material fiscal, operational, governance, compliance, enrollment, authorizer, student, family, and staff conditions affecting continued school operations. Based on that review, the Board determined that continued operation into the 2026–2027 school year would create a substantial risk that the school would be unable to meet essential financial and operational obligations, including payroll, benefits, facilities, utilities, vendor services, student supports, and other costs necessary to operate safely and effectively.

The resolution authorizes school leadership to implement all actions necessary for an orderly closure and wind-down in coordination with Alameda County Office of Education, the California Department of Education, the school’s SELPA, districts of residence, employees, families, vendors, creditors, auditors, insurers, and other required parties. It designates the Head of School, in coordination with Board officers, fiscal staff, legal counsel, auditors, and other necessary professionals, as the responsible closure lead, subject to Board oversight.

The resolution directs administration to prioritize student and family transition support, including timely communication, enrollment assistance, records-transfer support, and coordination for students with disabilities and students with Section 504 plans. It also directs administration to preserve and transfer student records, personnel records, special education records, fiscal records, governance records, grant records, contracts, payroll records, attendance records, board minutes, and other records required by law, contract, audit standards, or authorizer requirements.

The resolution establishes fiscal and operational controls for the wind-down period. It directs administration to prepare and follow a wind-down budget and cash-control plan prioritizing legally required obligations, student services through closure, employee wage and benefit obligations, records preservation, final audit work, insurance, legal and accounting support, facilities surrender, and required reporting. It restricts new nonessential contracts, extraordinary payments, compensation changes, insider payments, material asset transfers, and disposal of restricted funds unless authorized by the Board or necessary for legal, payroll, compliance, student safety, closure, or wind-down obligations.

The resolution also requires identification, reconciliation, and lawful disposition of restricted public funds, categorical funds, grant funds, donor-restricted funds, and other restricted assets. It directs preparation of an asset inventory and prohibits any use or distribution of corporate assets for private benefit, private inurement, insider advantage, or

	<p>preferential treatment. Closure-related transactions must be reviewed for conflicts of interest and compliance with applicable law, public-fund restrictions, the corporation's governing documents, and the corporation's charitable purpose.</p> <p>Finally, the resolution clarifies that closure of the charter school does not, by itself, dissolve The Community School for Creative Education as a California nonprofit public benefit corporation. The corporation will remain active as necessary to complete lawful wind-down, audit, tax, employment, records, contract, grant, insurance, regulatory, authorizer, public-fund, and corporate obligations. Any future amendment to the Articles of Incorporation or Bylaws, long-term repurposing of the corporation, merger, transfer of substantially all assets, or dissolution will require separate Board consideration and approval at a properly noticed meeting following legal, fiscal, and corporate review.</p>
Equity / Student Impact	All 169 students regardless of their gender, race, ethnicity, ses status will be affected by this resolution
Implementation Timeline	The Board has already passed the oral motion to close the school on April 17, 2026; Alameda County Office of Education accepted the closure on April 21, 2026. Head of School began closure activities April 22, 2026. Last day of school operations is June 3, 2026.
Program Coordination	Bill Kappenhagen, Head of School
Staffing Impact / Considerations	All staff will be laid off.
Fiscal / Legal Considerations	For FY2025 CSCE's budget represented Revenue: \$4,227,700 Planned expenditures: \$4,312,871
Community School Partner Component	Artesteem was included in the leadership team meetings as soon as it was forecasted that CSCE will close.
Resolution 169.2026.1	CSCE Resolution Authorizing Voluntary Closure of the Community School for Creative Education Charter School
Recommended Board Action	The recommended action is for the Board to authorize and vote aye.
Recommended Motion	<i>"I move to authorize Resolution No. 2026-0530.1, adopting the Board Item for the School Closure Resolution."</i>



<p>Key Board Considerations</p>	<p>This resolution does not change the motion that was previously passed. It does not change the status of the school; however, it provides the closure team with the documentation necessary and to align this Board action to CA Ed Code.</p>
<p>Resources that will be necessary for the Board to have access to. Please link them here and ensure your sharing settings are set to "commenter" access with the permission to make a copy.</p>	<p>Before implementation, the following details need to be confirmed: Minutes of Board Meeting of April 17, 2026</p>
<p>Disposition</p>	<p>Approved 5-0 unanimous</p>