



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on March 23, 2023 at 3:49 PM PDT

Amended on April 16, 2023 at 1:18 PM PDT

Date and Time

Thursday April 20, 2023 at 6:00 PM PDT

Location

1450 Marina Way South
Richmond, CA 94804

The Board of Directors (Board) and employees of Amethod Public Schools will be holding this meeting in person at **1450 Marina Way South, Richmond, CA 94804**.

Members of the public who wish to attend in person can join us at Richmond Charter Academy (RCA) at 1450 Marina Way South, Richmond, CA 94804. Or members of the public may meet via the Zoom meeting platform at:

<https://us02web.zoom.us/j/83187954557>

We also offer two-way teleconference locations for the public to attend in our Oakland school sites:

Oakland Charter High School- 2433 Coolidge Ave, Oakland, CA 94601

Downtown Charter Academy- 2000 Dennison St, Oakland, CA 94606

Oakland Charter Academy- 4215 Foothill Blvd, Oakland, CA 94601

Participating by Telephone: 669-900-9128 Meeting ID: 831 8795 4557

Public Comment: Members of the public attending in person who wish to comment on an agenda item please fill out a speaker card and submit it to a staff member. The Board Chair will call on you to enter the Boardroom. Members of the public who are join in via teleconference, please use raise hand tool in the reactions tab located at

the bottom of the zoom screen or press star (*) nine if joining by telephone. The Board Chair will call on you. Please note that comments are limited to two minutes. The Board Chair may increase or decrease the time allowed for public comment, depending upon the topic and number of persons wishing to be heard.

Access to Board Materials: A copy of the written materials which have been submitted to the School Board with the agenda relating to open session items may be reviewed by any interested persons on the Amethod Public School's website at www.amethodschools.org following the posting of the agenda. Amethod reserves the right to show or distribute additional information and/or documents to the School Board at the meeting, and will make copies of such documents relating to open session items available to the public upon request.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 72 hours prior to the meeting by calling (510) 965-4562. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Gilbert Lopez Jr.	5 m
B. Record Attendance		Sally Li	2 m
C. Announcements			2 m
D. Public Comments on Non-Agenda Items			15 m
Members of the public may comment here on non-agenda items that relate to one or more schools operated by Amethod Public Schools.			
II. Closed Session			6:24 PM
A. Chief Executive Officer Evaluation	Discuss		20 m
III. Consent			6:44 PM
A. Approve Minutes	Approve Minutes		2 m

	Purpose	Presenter	Time	
Approve minutes for Regular Meeting of the AMPS Board of Directors on February 15, 2023				
B.	Approval of FY23 Independent Auditor Selection	Vote	Marie Arce	4 m
C.	Approval of Board OnTrack Membership Renewal for 2023-2024	Vote		2 m
D.	Approval of Drug Screening Policy	Vote	Monica Smith	4 m
E.	Approval of Fit for Duty Policy	Vote	Monica Smith	4 m
IV.	Business			7:00 PM
A.	Approval to Remove Amethod Public Schools Board Member Mohamed Obaid	Vote	Gilbert Lopez Jr.	4 m
In accordance to the Amethod Public Schools Bylaws, any Board Member who does not attend three (3) successive board meetings will automatically be removed from the Board. Board Member Mohamed Obaid has failed to attend four (4) Board Meetings since October 19, 2022.				
B.	Approval of Second Interim Financial Budget Report for 2022-2023	Vote	Marie Arce	10 m
C.	Approval of Celebration Speech Group Master Contract 2022-2023 (revised)	Vote	Chloe Gia	5 m
D.	Approval to Pay E-Rate Funds to AT&T	Vote	Dennis Clark	4 m
Seeking approval of payment of E-Rate Funds to AT&T in the amount of \$71,543.52				
V.	Discussion			7:23 PM
A.	Special Education Update (SPED)	Discuss	Chloe Gia	5 m
B.	California Charter School Association Research Project; John Henry High School	Discuss	Jumoke Hinton and Jonathan Slakey	20 m
C.	Chief Academic Officer Instructional Update- Richmond Charter Academy (RCA)	Discuss	Michael Bradley	10 m
Topics discussed during this report will include Richmond Charter Academy (RCA) NWEA data.				
D.	Chief Executive Officer Report	Discuss	Evelia Villa	10 m

Purpose	Presenter	Time
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Topics discussed during this report include Oakland Unified School District (OUSD) Spring Site Visits, Graduation Updates, Attendance, California Charter School Association Conference, Unidos US Clorox Grant Program; Oakland Charter High School, Ms. Wing (Kindergarten Teacher) NWEA Scores, and Oakland Charter High School and John Henry High School Senior Update.

VI. Closing Items

8:08 PM

A. Adjourn Meeting	FYI	Gilbert Lopez Jr.	1 m
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Coversheet

Approve Minutes

Section: III. Consent
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the AMPS Board of Directors on February 15, 2023

APPROVED



Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Wednesday February 15, 2023 at 6:00 PM

This meeting will be by teleconference pursuant to [Government Code Section 54953\(e\)](#).

The Board of Directors (Board) and employees of Amethod Public Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://us02web.zoom.us/j/3374735360>

Participating by Telephone: 669 444 9171 Meeting ID: 337 473 5360

Public Comment: Members of the public who wish to comment on an agenda item please use the raise hand tool in the reactions tab located at the bottom of the zoom screen or press star (*) nine if joining by telephone. The Board Chair will call on you. Please note that comments are limited to two minute. The Board Chair may increase or decrease the time allowed for public comment, depending upon the topic and number of persons wishing to be heard.

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Directors Present

A. Emmanuelli (remote), E. Gallegos (remote), E. Quiroz (remote), G. Lopez Jr. (remote)

Directors Absent

M. Obaid, N. Driver

Guests Present

S. Li

I. Opening Items

A. Call the Meeting to Order

G. Lopez Jr. called a meeting of the board of directors of Amethod Public Schools to order on Wednesday Feb 15, 2023 at 6:04 PM.

B. Record Attendance

C. Announcements

2 Announcements were made:

Board Chair Gilbert Lopez Jr. welcomes new board member Fr Andres Emmanuelli to the AMPS Board of Directors who comes to us from a local catholic high school.

Board Member Andres Emmanuelli, says he is coming from the private sector and is a big believer of communities having choices. He is looking forward to collaborating with the board and AMPS staff to serve those who are underserved and under represented.

D. Public Comments on Non-Agenda Items

6 public comments on Non-Agenda Items were made:

Criss Avila, parent is concerned about her kid at JHHS. She expresses concerns about the principal and does not feel that the staff are supporting students. She wants an

explanation about the incident that happened at the dance. She is disappointed about the teachers behavior and JHHS is not communicating with parents.

Hector Garcia, parent is concerned about teachers setting bad examples to the students. Staff are not doing their jobs and one teacher is caught making immoral gestures to students. The campus is not safe and a lot of bullying has been happening. He is concerned about his daughters health and well-being. He is upset that the school is not taking the actions to support the students and the school is failing.

Evelyn Quesada, parent expresses concerns about the school not handling re-occurring issues. In Mr. Lu's class, one student is constantly causing conflicts with others and she is not held accountable. She is disturbed about the video that resurfaced about the teacher. She is very concerned about the lack of safety at the school.

Leonila Perez, parent expresses concerns about the video surfacing around the media. The video is embarrassing for the school and she would like the school to take action for what has happened. She asks that whoever organized the dance to ensure the students are safe and they are disciplined.

JHHS Mom, is disappointed about the school and her daughter does not wish to return back to school. She states the Director does not care for the students. She thinks it is unfair that the school has money for the school dance but does not have money for their graduation. She fought so much for the school to have enough teachers but the school still lacks teachers. Her daughter is feeling stressed and is questioning what the principal is doing. She would like people to take a stand about discrimination and hopes other Latinos take a stand against this.

Maria, a senior from JHHS feels her education is not a priority. She is concerned about her academics and does not feel prepared for college. She only has 2 teachers and she is not learning anything. She is disappointed about the school and feels upset that the school is taking away all of their senior activities.

II. Preliminary Matters

A. Approval of Findings Regarding Virtual Board Meetings Pursuant to AB 361 and Government Code Section 54953

E. Gallegos made a motion to Approve Findings Regarding Virtual Board Meetings Pursuant to AB 361 and Government Code Section 54953.

E. Quiroz seconded the motion.

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

Roll Call

A. Emmanuelli	Aye
E. Quiroz	Aye
N. Driver	Absent
M. Obaid	Absent
G. Lopez Jr.	Aye
E. Gallegos	Aye

III. Consent

A. Approval of Board Meeting Minutes: 01/18/2023

E. Quiroz made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 01-18-23.

E. Gallegos seconded the motion.

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

Roll Call

E. Quiroz	Aye
G. Lopez Jr.	Aye
M. Obaid	Absent
E. Gallegos	Aye
A. Emmanuelli	Aye
N. Driver	Absent

IV. Business

A. Supplement to the Annual Update to the 2022-2023 Local Control and Accountability Plan (LCAP)

Chief Academic Officer, Mr. Bradley opens the discussion for the site directors from each school to present their LCAP.

Site Director, Ms. Lee makes her presentation on DCA's LCAP update.

Site Director, Ms. Schoolcraft makes her presentation on RCA's LCAP update.

Site Director, Ms. Roberson makes her presentation on JHHS's LCAP update.

Site Director, Mr. Norman makes his presentation on BJE's LCAP update.

Site Director, Mr. McArthur makes his presentation on OCHS LCAP update.

Site Director, Dr. Ellingberg makes his presentation on OCA LCAP update.

Board Member Andres Emmanuelli asks for clarification of LCAP and other abbreviation meanings.

Board Member Elisa Gallegos asks for clarification on PBIS systems, kick board, ISL, and SST.

V. Discussion

A. Chief Academic Officer Instructional Update

Chief Academic Officer, Mr. Bradley makes his presentation on 2022-2023 Winter NWEA updates for all 6 schools reading and math data.

Board Member Andres Emmanuelli asks if the instructional team holds all 6 schools to the same standard in academic excellence.

Board Chair Gilbert Lopez Jr. asks if staff turnover and ADA is higher at Richmond Charter Academy and what assistance is the instructional team giving to the schools.

Mr. Norman welcomes his two teachers to briefly share the changes BJE has made to improve his schools' data.

3rd Grade Teacher, Mr. Devlin shares the implementation of small group learnings, exit tickets, and tracking in his classroom that lead to students' improvements.

5th Grade Teacher, Ms. Galindo shares her implementation of small group learnings, exit tickets, tracking of data, and frequent communication with parents that lead to students' improvements.

Board Member Elisa Gallegos asks how do the teachers transition to small group without students being stigmatized or made fun of for need extra help.

B. CEO Report

Chief Executive Officer, Mrs. Villa makes her presentation on upcoming Black History Month Gallery Walk, OCHS Clean Up on 2/24, Compensation Guidelines, CCSA John Henry, Site Director Visits, Attendance, and OCHS Championship.

Mrs. Villa talks about a potential upcoming Board Retreat in mid to late March.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:07 PM.

Respectfully Submitted,
G. Lopez Jr.

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Coversheet

Approval of FY23 Independent Auditor Selection

Section:	III. Consent
Item:	B. Approval of FY23 Independent Auditor Selection
Purpose:	Vote
Submitted by:	
Related Material:	Baker Tilly_Measure T 3.7.23 June 30, 2023 (1) (1).pdf Baker Tilly_Measure G 3.7.23 June 30, 2023 (1).pdf Baker Tilly.pdf



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February 25, 2023

The Board Directors
c/o Marie Arce, Director of Finance
Amethod Public Schools
2101 Livingston Street
Oakland, California 94606

Re: Audit of the Measure “T” Parcel Tax and Measure T Funds

Dear Members of the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Amethod Public Schools (the “Organization”) as of and for the year ending June 30, 2023. The following is a detailed description of the services that we will provide to the Organization as well as our estimated professional fees that relate to such services. This engagement letter (which is sometimes hereinafter referred to as the “Agreement”) is subject to completion of our acceptance or continuance procedures in accordance with professional standards and the policy of Baker Tilly US LLP (“Baker Tilly US,” or the “Firm”).

The Objective and Scope of the Audit of the Measure “T” Parcel Tax and Measure T Funds

We will audit the summary of revenues and expenditures of Measure “T” Parcel Tax and Measure T Funds of the Organization as of June 30, 2023, to determine funds were expended for the purposes approved by voters, in accordance with the requirements of the published election materials specifying the intended use of Measurement “T” proceeds. Our audit will be conducted with the objective of our expressing an opinion on the use of Measure “T” proceeds.

The Responsibilities of the Auditor

We will conduct our audit in accordance with Generally Accepted Auditing Standards in the United States (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States (“GAS”). Those standards, regulations, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and/or the other professional standards referenced in the immediately preceding paragraph. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS do not expect us to provide reasonable assurance of detecting abuse.

Board of Directors
Amethod Public Schools – Measure T
c/o Marie Arce, Director of Finance
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In making our risk assessments, we consider internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Governing Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit unless they are clearly inconsequential.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the professional standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the professional standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP");
- To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
- For providing us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence.

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As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- That management has fulfilled its responsibilities as set out in this Agreement; and
- That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the Organization involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the Organization received in communications from employees, former employees, analysts, regulators or others.

The Governing Board] is responsible for informing us of its views about the risks of fraud or abuse within the Organization, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Organization.

Non-Audit Services

In connection with our audit, you have requested that we perform certain non-audit services necessary for the preparation of the financial statements including the Measure “T” Parcel Tax and Measure T reports. The GAS standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Organization, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in combination with other non-audit services provided. A critical component of our determination is consideration of management’s ability to effectively oversee the non-audit services to be performed. The Organization has agreed that Marie Arce, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands all the aforementioned non-audit services sufficiently to oversee them. Accordingly, the management of the Organization agrees to the following:

1. The Organization has designated Marie Arce, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Marie Arce, Director of Finance will assume all management responsibilities for the subject matter and scope of all the aforementioned non-audit services];
3. The Organization will evaluate the adequacy and results of the services performed; and
4. The Organization accepts responsibility for the results and ultimate use of the services.

The scope of the aforementioned non-audit services does not constitute an audit under GAS. GAS require that we establish an understanding with the Organization’s management and those charged with governance of the objectives of the non-audit services, the services to be performed, the Organization’s acceptance of its responsibilities, the auditor’s responsibilities and any limitations of the non-audit services. We believe this Agreement documents that understanding.

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Records and Assistance

If circumstances arise relating to the condition of the Organization's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Organization's books and records. The Organization will determine that all such data, if necessary, will be so reflected. Accordingly, the Organization will not expect us to maintain copies of such records in our possession.

Our engagement assumes a high degree of assistance to be supplied by Organization personnel, including the preparation of schedules and analyses of accounts. A list of the specific schedules and analyses (including the dates when such information should be available to us) will be provided under separate cover. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

We are also responsible for communicating with the Board of Directors about certain other matters related to our audit, including (1) our responsibilities under the standards of GAS and the AICPA; (2) the Organization's significant accounting policies; (3) the quality of the Organization's accounting principles; (4) management's judgments and sensitive accounting estimates; (5) significant audit adjustments; (6) any disagreements with management about matters that could be significant to the Organization's financial statements or our audit report; (7) any consultations management made with other accountants; (8) any issues discussed with management prior to our retention; (9) any significant difficulties encountered in performing the audit; (10) other information in documents containing audited financial statements, such as the Organization's annual report; and (11) other matters as considered necessary. Further, we are responsible for ensuring that the Board of Directors receives copies of certain written communications between us and management, including management representation letters and written communications on accounting, auditing, internal control or other matters.

In accordance with GAS, a copy of our most recent peer review report that has been accepted by the AICPA is enclosed for your information and is available at AICPA.org. The AICPA no longer issues letters of comment with its peer review reports.

Reporting

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the Governing Board of the Organization. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the Organization's financial statements, we will also issue the following types of reports:

- Reports on internal control related to the financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal control;

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c/o Marie Arce, Director of Finance
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- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements; and

Reporting Deadline

We will work diligently to meet any financial reporting deadline that the Organization may have. However, due to the nature of our work, we cannot be responsible for any late reports that result from factors beyond our control.

As discussed herein, the engagement contemplated by this Agreement anticipates a certain level of assistance and cooperation by Organization personnel. This is an essential condition to our completion of the engagement, and will permit us to conduct our work effectively and efficiently. Failure by your personnel to do so on a timely and accurate basis could result in the Organization being unable to meet the deadline referenced in the preceding paragraph, prevent us from completing the engagement, and/or may be grounds for suspension of our services or the Firm's withdrawal from this engagement.

Professional Fees

We estimate professional fees as follows (excluding out-of-pocket expenses):

- Audits of the June 30, 2023 Measure "T" Parcel Tax \$7,000

In addition to professional fees, our invoices will include our 5% standard administrative charge, plus travel and subsistence, and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Organizations agree to be responsible for all expenses of collection including related attorneys' fees.

As stated above, our invoices for services are due when rendered, but in no case are the fees for audit services payable any later than the following: one-third of the above fee estimate upon acceptance of this engagement letter, one-third of the then-current estimate of the total fees upon completion of our fieldwork, and the balance of all fees incurred prior to the issuance of our audit report. If our fees are not paid in full, Baker Tilly US reserves the right to not issue any report as a result of this engagement. In the event that our fieldwork is never completed and/or our audit report is not issued (for any reason), all invoiced fees are nevertheless payable by the Organization.

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We understand that, upon request by government agencies, we may be required to provide access to our audit documentation in a timely manner pursuant to authority given by law or regulation, consistent with Generally Accepted Governmental Auditing Standards paragraph 4.16. Such access will be permitted upon receipt of the Company's approval. Any significant time incurred in connection with addressing questions/requests related to these agencies' review will be billed separately after obtaining your approval.

The Company may terminate our services at any time, with or without cause. However, the Company shall still be required to pay our invoices for services rendered up through the date of termination. We may terminate or suspend our services at any time for any reason including, but not limited to, non-payment of our fees or by reason of professional considerations, which in our judgment make it inappropriate to continue the engagement.

This agreement may be cancelled on 30 days written notice by either you or our firm. Any unpaid fees for any services provided through the date of cancellation are due immediately upon cancellation.

Disputes

With the sole exception of a fee dispute of less than \$50,000 (referenced below), any dispute, claim, controversy, complaint or cross-complaint in any manner arising from or related to, or asserted as an off-set against amounts charged under, this Agreement, shall be submitted to resolution by arbitration before the San Diego County, California office of JAMS/Endispute. Arbitration shall be binding and final. The arbitration shall be governed by JAMS' Comprehensive Arbitration Rules and Procedures. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees in excess of \$50,000, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, as well as any right to appeal, and instead are accepting the use of binding arbitration for resolution. The arbitrator may, in the award, allocate in whole or in part the fees and costs of the arbitration, including the fees of the arbitrator, and order in whole or in part recovery of the reasonable attorneys' fees of the prevailing party. The arbitrator shall not have authority to award punitive damages, any claim for which is hereby waived. The arbitrator may not award non-monetary or equitable relief of any sort. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. Judgment on the award may be entered by any court having appropriate jurisdiction.

For a dispute involving solely a dispute of fees of \$50,000 or less, we agree to resolve the matter in the Superior Court of San Diego County, California or Small Claims Court, whichever is appropriate (this exception shall not affect the fact that any other or additional dispute, claim, controversy, complaint or cross-complaint shall be arbitrated in accordance with the terms set forth above).

Other Limitations of Liability

The Organization and Baker Tilly US agree that no claim arising out of the services rendered pursuant to this Agreement shall be filed more than two years after the date of the audit or other report issued by Baker Tilly US or the date of this engagement letter if no report has been issued. Baker Tilly US's liability for any and all claims, damages and costs (including legal fees) of the Organization arising from this engagement is limited to the amount of fees paid by the Organization to Baker Tilly US for the services rendered under this engagement letter. In addition, without limiting the punitive damages waiver set forth in the "Disputes" section of this Agreement, the Organization expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

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During the course of providing the services described in this Agreement, Baker Tilly US will utilize information developed from the Organization's records. We will rely upon management for the accuracy and completeness of such records, as well as all other information supplied by management including verbal and written representations by management and their representatives. The Organization agrees to release, indemnify and hold Baker Tilly US, its partners, principals, employees, heirs, executors, personal representatives, successors and assigns harmless from any liability for any and all damages or costs (including legal fees) resulting from, in whole or in part, fraud caused by or participated in by management and/or from knowing misrepresentations by the Organization or its representatives.

The provisions in "Other Limitations of Liability" herein shall survive the termination of this Agreement.

Record Retention and Ownership of/Access to Workpapers

It is our Firm's policy to retain the workpapers (as defined below) related to this engagement for seven years after the related services have been performed. Baker Tilly US does not retain any original client records; so we will return such records (including any "supporting records," as defined below) to you at the completion of the services rendered under this engagement. We may request a signed itemized receipt in connection with delivering the records described in the preceding sentence. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Baker Tilly US shall be free to destroy our workpapers related to this engagement.

As defined by the AICPA, "workpapers" include (but are not limited to) audit programs, analytical audit/review schedules, and statistical sampling results, analyses and schedules prepared by Organization personnel at our request. The term workpapers also includes "audit documentation" as defined by the California State Board of Accountancy (the "State Board"). Based on the State Board's regulations, "workpapers" do not include records which would ordinarily constitute part of your books and records and that are not otherwise available to the Organization. An example of the records described in the preceding sentence are "supporting records," which are defined by the AICPA as information not reflected in the Organization's books and records that is otherwise not available to you, with the result that the Organization's financial information is incomplete without such documents. [For example, supporting records include adjusting journal entries (and the computations supporting such entries) proposed by the Firm in relation to this engagement.] It is the responsibility of management to determine that all supporting records are properly reflected in the Organization's books and records.

Engagement workpapers are the property of Baker Tilly US, and will not be provided to any third parties unless the Firm is required to do so by state or federal law and/or contractual agreement. In our sole discretion, upon your request, we may provide the Organization with copies of certain engagement workpapers (some or all of which may be redacted) if the Firm is reasonably compensated for the time and expenses incurred to retrieve and copy such documents. We are also entitled to charge a reasonable fee for accessing and copying Organization-provided records before returning them to you, and for copying supporting records before providing those documents to the Organization.

Subpoena or Summons for Information in Baker Tilly US's Possession

If, in relation to pending or possible litigation, a regulatory investigation/informal inquiry, or an administrative, arbitration or similar proceeding to which the Firm is not a party, we receive a validly issued and enforceable subpoena or summons requesting that we (1) produce any of our workpapers or other documents in our possession relating to this (or a prior or future) engagement, (2) provide other information about any such engagement, and/or (3) testify about any such engagement, we will notify the Organization prior to responding to it if we are legally allowed to do so. If management does not take any legal action within the time permitted for us to respond, or if such action does not result in a judicial order protecting us from

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providing the requested documents and/or information, we may construe the inaction or failure as the Organization's consent to comply with such request. Under these circumstances, we will release the requested documents and/or provide the requested information. In certain proceedings, an accountant-client privilege may exist. However, you agree that we are not under any obligation to assert such privilege to prevent the release of Organization information.

If the above occurs, our efforts in complying with such demands or requests will be deemed a separate engagement and accordingly we shall be entitled to compensation for our time and reimbursement of our reasonable out-of-pocket expenses (including any legal fees) in complying with any such demand or request. However, nothing discussed herein is intended to relieve us of our duty (except as otherwise provided by applicable law) to observe the confidentiality requirements of the public accounting profession in the United States of America.

Other Matters

Baker Tilly US may mention the Organization's name and provide a general description of the engagement in the Firm's client lists and marketing materials.

This letter shall serve as the Organization's authorization for the use of e-mail and other electronic methods to send and receive information, including confidential information, between the Firm and the Organization and between the Firm and any outside specialists or other entities/persons engaged by either the Organization or the Firm. The Organization acknowledges that e-mail travels over the public Internet, which is not a secure means of communication; thus, the confidentiality of the transmitted information could be compromised through no fault of the Firm. The Firm will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of the transmitted information described in this paragraph. We are satisfied that applicable third-party service providers have appropriate procedures in place to reasonably prevent the unauthorized release of confidential information to others. When considered necessary, the Firm seeks to enter into confidentiality agreements with such third parties.

The Organization recognizes that Baker Tilly US has incurred a great deal of time and expense in acquiring and training its staff. In the event that the Organization hires (either as an employee or as an independent contractor) any Baker Tilly US employee who has worked on this engagement in the six-month period prior to the Organization's employment of that individual, the Organization agrees to pay Baker Tilly US 60% of that individual's projected first-year compensation with the Organization.

Baker Tilly US is a limited liability partnership comprised of both certified public accountants and certain partners and/or principals who are not currently licensed as CPAs. Such partners and principals may participate in the engagement to provide the services described in this engagement letter.

Baker Tilly US is a legally independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Allinial Global (formerly PKF North America) offers international support by connecting its member firms to providers and global networks of accounting firms worldwide. Neither the other member firms nor Allinial Global are responsible or accept any liability for the work or advice which Baker Tilly US provides to its clients. In signing and returning to us this engagement letter, you acknowledge and accept that such other member firms and Allinial Global do not owe the Organization any duty in relation to the work or advice which we will from time to time provide to the Organization or are required to provide to the Organization.

Any provision of this Agreement that could otherwise impair the Firm's independence under the aforementioned Audit Guide or any of the professional standards cited in the first paragraph of "The Responsibilities of the Auditor" section of this engagement letter is null and void. If any of the provisions in this

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Agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

This engagement letter constitutes the complete and exclusive statement of agreement between Baker Tilly US and the Organization, superseding all proposals (both oral and written) and all other communications regarding the terms of the engagement between the parties. Except as expressly provided herein, this Agreement does not modify the terms or provisions of any other engagement letter for professional services issued by the Firm which was agreed to by the Organization before the date noted below.

We are available to meet with you and/or other members of management to discuss current business, operational, accounting and auditing matters affecting the Organization. Whenever you feel such meetings are desirable, please let us know. Subject to the independence requirements of our profession, we are prepared to provide services to assist you in any of these areas.

We appreciate this opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed duplicate original and return it to us.

Sincerely,

BAKER TILLY US LLP

RESPONSE:

This letter correctly sets forth the understanding of **Amethod Public Schools:**

<u>Marie Arce</u>	<u>3/7/23</u>
Signature	Date
<u>Marie Arce</u>	<u>Director of Finance</u>
Name	Title



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bakertilly.com

February 20, 2023

The Board of Directors
c/o Marie Arce, Director of Finance
Amethod Public Schools
2101 Livingston Street
Oakland, California 94606

Re: Audit of the Measure “G1” Parcel Tax and Measure G1 Funds

Dear Members of the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Amethod Public Schools (the “Organization”) as of and for the year ending June 30, 2023. The following is a detailed description of the services that we will provide to the Organization as well as our estimated professional fees that relate to such services. This engagement letter (which is sometimes hereinafter referred to as the “Agreement”) is subject to completion of our acceptance or continuance procedures in accordance with professional standards and the policy of Baker Tilly US LLP (“Baker Tilly US,” or the “Firm”).

The Objective and Scope of the Audit of the Measure “G1” Parcel Tax and Measure G1 Funds

We will audit the summary of revenues and expenditures of Measure “G1” Parcel Tax and Measure G1 Funds of the Organization as of June 30, 2023, to determine funds were expended for the purposes approved by voters, in accordance with the requirements of the published election materials specifying the intended use of Measurement “G1” proceeds. Our audit will be conducted with the objective of our expressing an opinion on the use of Measure “G1” proceeds.

The Responsibilities of the Auditor

We will conduct our audit in accordance with Generally Accepted Auditing Standards in the United States (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States (“GAS”). Those standards, regulations, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant

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accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and/or the other professional standards referenced in the immediately preceding paragraph. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS do not expect us to provide reasonable assurance of detecting abuse. In making our risk assessments, we consider internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Governing Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit unless they are clearly inconsequential.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the professional standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the professional standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP");
- To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- That management has fulfilled its responsibilities as set out in this Agreement; and

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- That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the Organization involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the Organization received in communications from employees, former employees, analysts, regulators or others.

The Governing Board is responsible for informing us of its views about the risks of fraud or abuse within the Organization, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Organization.

Non-Audit Services

In connection with our audit, you have requested that we perform certain non-audit services necessary for the preparation of the financial statements including the Measure “G1” Parcel Tax and Measure G1 reports. The GAS standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Organization, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in combination with other non-audit services provided. A critical component of our determination is consideration of management’s ability to effectively oversee the non-audit services to be performed. The Organization has agreed that Marie Arce, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands all the aforementioned non-audit services sufficiently to oversee them. Accordingly, the management of the Organization agrees to the following:

1. The Organization has designated Marie Arce, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Marie Arce, Director of Finance will assume all management responsibilities for the subject matter and scope of all the aforementioned non-audit services];
3. The Organization will evaluate the adequacy and results of the services performed; and
4. The Organization accepts responsibility for the results and ultimate use of the services.

The scope of the aforementioned non-audit services does not constitute an audit under GAS. GAS require that we establish an understanding with the Organization’s management and those charged with governance of the objectives of the non-audit services, the services to be performed, the Organization’s acceptance of its responsibilities, the auditor’s responsibilities and any limitations of the non-audit services. We believe this Agreement documents that understanding.

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Records and Assistance

If circumstances arise relating to the condition of the Organization's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Organization's books and records. The Organization will determine that all such data, if necessary, will be so reflected. Accordingly, the Organization will not expect us to maintain copies of such records in our possession.

Our engagement assumes a high degree of assistance to be supplied by Organization personnel, including the preparation of schedules and analyses of accounts. A list of the specific schedules and analyses (including the dates when such information should be available to us) will be provided under separate cover. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

We are also responsible for communicating with the Board of Directors about certain other matters related to our audit, including (1) our responsibilities under the standards of GAS and the AICPA; (2) the Organization's significant accounting policies; (3) the quality of the Organization's accounting principles; (4) management's judgments and sensitive accounting estimates; (5) significant audit adjustments; (6) any disagreements with management about matters that could be significant to the Organization's financial statements or our audit report; (7) any consultations management made with other accountants; (8) any issues discussed with management prior to our retention; (9) any significant difficulties encountered in performing the audit; (10) other information in documents containing audited financial statements, such as the Organization's annual report; and (11) other matters as considered necessary. Further, we are responsible for ensuring that the Board of Directors receives copies of certain written communications between us and management, including management representation letters and written communications on accounting, auditing, internal control or other matters.

In accordance with GAS, a copy of our most recent peer review report that has been accepted by the AICPA is enclosed for your information and is available at AICPA.org. The AICPA no longer issues letters of comment with its peer review reports.

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Reporting

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the Governing Board of the Organization. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the Organization's financial statements, we will also issue the following types of reports:

- Reports on internal control related to the financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements; and

Reporting Deadline

We will work diligently to meet any financial reporting deadline that the Organization may have. However, due to the nature of our work, we cannot be responsible for any late reports that result from factors beyond our control.

As discussed herein, the engagement contemplated by this Agreement anticipates a certain level of assistance and cooperation by Organization personnel. This is an essential condition to our completion of the engagement, and will permit us to conduct our work effectively and efficiently. Failure by your personnel to do so on a timely and accurate basis could result in the Organization being unable to meet the deadline referenced in the preceding paragraph, prevent us from completing the engagement, and/or may be grounds for suspension of our services or the Firm's withdrawal from this engagement.

Professional Fees

We estimate professional fees as follows (excluding out-of-pocket expenses):

- Audits of the June 30, 2023 Measure "G1" Parcel Tax \$7,000

In addition to professional fees, our invoices will include our 5% standard administrative charge, plus travel and subsistence, and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Organizations agree to be responsible for all expenses of collection including related attorneys' fees.

As stated above, our invoices for services are due when rendered, but in no case are the fees for audit services payable any later than the following: one-third of the above fee estimate upon acceptance of this engagement letter, one-third of the then-current estimate of the total fees upon completion of our fieldwork, and the balance of all fees incurred prior to the issuance of our audit report. If our fees are not paid in full, Baker Tilly US reserves the right to not issue any report as a result of this engagement. In the event that our fieldwork is never completed and/or our audit report is not issued (for any reason), all invoiced fees are nevertheless payable by the Organization.

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We understand that, upon request by government agencies, we may be required to provide access to our audit documentation in a timely manner pursuant to authority given by law or regulation, consistent with Generally Accepted Governmental Auditing Standards paragraph 4.16. Such access will be permitted upon receipt of the Company's approval. Any significant time incurred in connection with addressing questions/requests related to these agencies' review will be billed separately after obtaining your approval.

The Company may terminate our services at any time, with or without cause. However, the Company shall still be required to pay our invoices for services rendered up through the date of termination. We may terminate or suspend our services at any time for any reason including, but not limited to, non-payment of our fees or by reason of professional considerations, which in our judgment make it inappropriate to continue the engagement.

This agreement may be cancelled on 30 days written notice by either you or our firm. Any unpaid fees for any services provided through the date of cancellation are due immediately upon cancellation.

Disputes

With the sole exception of a fee dispute of less than \$50,000 (referenced below), any dispute, claim, controversy, complaint or cross-complaint in any manner arising from or related to, or asserted as an off-set against amounts charged under, this Agreement, shall be submitted to resolution by arbitration before the San Diego County, California office of JAMS/Endispute. Arbitration shall be binding and final. The arbitration shall be governed by JAMS' Comprehensive Arbitration Rules and Procedures. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees in excess of \$50,000, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, as well as any right to appeal, and instead are accepting the use of binding arbitration for resolution. The arbitrator may, in the award, allocate in whole or in part the fees and costs of the arbitration, including the fees of the arbitrator, and order in whole or in part recovery of the reasonable attorneys' fees of the prevailing party. The arbitrator shall not have authority to award punitive damages, any claim for which is hereby waived. The arbitrator may not award non-monetary or equitable relief of any sort. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. Judgment on the award may be entered by any court having appropriate jurisdiction.

For a dispute involving solely a dispute of fees of \$50,000 or less, we agree to resolve the matter in the Superior Court of San Diego County, California or Small Claims Court, whichever is appropriate (this exception shall not affect the fact that any other or additional dispute, claim, controversy, complaint or cross-complaint shall be arbitrated in accordance with the terms set forth above).

Other Limitations of Liability

The Organization and Baker Tilly US agree that no claim arising out of the services rendered pursuant to this Agreement shall be filed more than two years after the date of the audit or other report issued by Baker Tilly US or the date of this engagement letter if no report has been issued. Baker Tilly US's liability for any and all claims, damages and costs (including legal fees) of the Organization arising from this engagement is limited to the amount of fees paid by the Organization to Baker Tilly US for the services rendered under this engagement letter. In addition, without limiting the punitive damages waiver set forth in the "Disputes" section of this Agreement, the Organization expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

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During the course of providing the services described in this Agreement, Baker Tilly US will utilize information developed from the Organization's records. We will rely upon management for the accuracy and completeness of such records, as well as all other information supplied by management including verbal and written representations by management and their representatives. The Organization agrees to release, indemnify and hold Baker Tilly US, its partners, principals, employees, heirs, executors, personal representatives, successors and assigns harmless from any liability for any and all damages or costs (including legal fees) resulting from, in whole or in part, fraud caused by or participated in by management and/or from knowing misrepresentations by the Organization or its representatives.

The provisions in "Other Limitations of Liability" herein shall survive the termination of this Agreement.

Record Retention and Ownership of/Access to Workpapers

It is our Firm's policy to retain the workpapers (as defined below) related to this engagement for seven years after the related services have been performed. Baker Tilly US does not retain any original client records; so we will return such records (including any "supporting records," as defined below) to you at the completion of the services rendered under this engagement. We may request a signed itemized receipt in connection with delivering the records described in the preceding sentence. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Baker Tilly US shall be free to destroy our workpapers related to this engagement.

As defined by the AICPA, "workpapers" include (but are not limited to) audit programs, analytical audit/review schedules, and statistical sampling results, analyses and schedules prepared by Organization personnel at our request. The term workpapers also includes "audit documentation" as defined by the California State Board of Accountancy (the "State Board"). Based on the State Board's regulations, "workpapers" do not include records which would ordinarily constitute part of your books and records and that are not otherwise available to the Organization. An example of the records described in the preceding sentence are "supporting records," which are defined by the AICPA as information not reflected in the Organization's books and records that is otherwise not available to you, with the result that the Organization's financial information is incomplete without such documents. [For example, supporting records include adjusting journal entries (and the computations supporting such entries) proposed by the Firm in relation to this engagement.] It is the responsibility of management to determine that all supporting records are properly reflected in the Organization's books and records.

Engagement workpapers are the property of Baker Tilly US, and will not be provided to any third parties unless the Firm is required to do so by state or federal law and/or contractual agreement. In our sole discretion, upon your request, we may provide the Organization with copies of certain engagement workpapers (some or all of which may be redacted) if the Firm is reasonably compensated for the time and expenses incurred to retrieve and copy such documents. We are also entitled to charge a reasonable fee for accessing and copying Organization-provided records before returning them to you, and for copying supporting records before providing those documents to the Organization.

Subpoena or Summons for Information in Baker Tilly US's Possession

If, in relation to pending or possible litigation, a regulatory investigation/informal inquiry, or an administrative, arbitration or similar proceeding to which the Firm is not a party, we receive a validly issued and enforceable subpoena or summons requesting that we (1) produce any of our workpapers or other documents in our possession relating to this (or a prior or future) engagement, (2) provide other information about any such engagement, and/or (3) testify about any such engagement, we will notify the Organization prior to responding to it if we are legally allowed to do so. If management does not take any legal action within the time permitted for us to respond, or if such action does not result in a judicial order protecting us from

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providing the requested documents and/or information, we may construe the inaction or failure as the Organization's consent to comply with such request. Under these circumstances, we will release the requested documents and/or provide the requested information. In certain proceedings, an accountant-client privilege may exist. However, you agree that we are not under any obligation to assert such privilege to prevent the release of Organization information.

If the above occurs, our efforts in complying with such demands or requests will be deemed a separate engagement and accordingly we shall be entitled to compensation for our time and reimbursement of our reasonable out-of-pocket expenses (including any legal fees) in complying with any such demand or request. However, nothing discussed herein is intended to relieve us of our duty (except as otherwise provided by applicable law) to observe the confidentiality requirements of the public accounting profession in the United States of America.

Other Matters

Baker Tilly US may mention the Organization's name and provide a general description of the engagement in the Firm's client lists and marketing materials.

This letter shall serve as the Organization's authorization for the use of e-mail and other electronic methods to send and receive information, including confidential information, between the Firm and the Organization and between the Firm and any outside specialists or other entities/persons engaged by either the Organization or the Firm. The Organization acknowledges that e-mail travels over the public Internet, which is not a secure means of communication; thus, the confidentiality of the transmitted information could be compromised through no fault of the Firm. The Firm will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of the transmitted information described in this paragraph. We are satisfied that applicable third-party service providers have appropriate procedures in place to reasonably prevent the unauthorized release of confidential information to others. When considered necessary, the Firm seeks to enter into confidentiality agreements with such third parties.

The Organization recognizes that Baker Tilly US has incurred a great deal of time and expense in acquiring and training its staff. In the event that the Organization hires (either as an employee or as an independent contractor) any Baker Tilly US employee who has worked on this engagement in the six-month period prior to the Organization's employment of that individual, the Organization agrees to pay Baker Tilly US 60% of that individual's projected first-year compensation with the Organization.

Baker Tilly US is a limited liability partnership comprised of both certified public accountants and certain partners and/or principals who are not currently licensed as CPAs. Such partners and principals may participate in the engagement to provide the services described in this engagement letter.

Baker Tilly US is a legally independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Allinial Global (formerly PKF North America) offers international support by connecting its member firms to providers and global networks of accounting firms worldwide. Neither the other member firms nor Allinial Global are responsible or accept any liability for the work or advice which Baker Tilly US provides to its clients. In signing and returning to us this engagement letter, you acknowledge and accept that such other member firms and Allinial Global do not owe the Organization any duty in relation to the work or advice which we will from time to time provide to the Organization or are required to provide to the Organization.

Any provision of this Agreement that could otherwise impair the Firm's independence under the aforementioned Audit Guide or any of the professional standards cited in the first paragraph of "The Responsibilities of the Auditor" section of this engagement letter is null and void. If any of the provisions in this

Board of Directors
Amethod Public Schools – Measure G1
c/o Marie Arce, Director of Finance
February 25, 2023
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Agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

This engagement letter constitutes the complete and exclusive statement of agreement between Baker Tilly US and the Organization, superseding all proposals (both oral and written) and all other communications regarding the terms of the engagement between the parties. Except as expressly provided herein, this Agreement does not modify the terms or provisions of any other engagement letter for professional services issued by the Firm which was agreed to by the Organization before the date noted below.

We are available to meet with you and/or other members of management to discuss current business, operational, accounting and auditing matters affecting the Organization. Whenever you feel such meetings are desirable, please let us know. Subject to the independence requirements of our profession, we are prepared to provide services to assist you in any of these areas.

We appreciate this opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed duplicate original and return it to us.

Sincerely,

BAKER TILLY US LLP

RESPONSE:

This letter correctly sets forth the understanding of **Amethod Public Schools:**

<u>Marie Arce</u>	<u>3/7/23</u>
Signature	Date
<u>Marie Arce</u>	<u>Director of Finance</u>
Name	Title



Baker Tilly US, LLP
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bakertilly.com

February 20, 2023

The Board of Directors
c/o Marie Arce, Director of Finance
Amethod Public Schools
2101 Livingston Street
Oakland, California 94606

Dear Ms. Arce:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of Amethod Public Schools (the Organizations, Client, you, your).

Services and Related Report

We will audit the financial statements of the Organizations as of and for the year ended June 30, 2023, and the related notes to the financial statements. Upon completion of our audit, we will provide the Organizations with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of the Organizations, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements
- > Schedule of Expenditures of Federal Awards (if included with financial statements)

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Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Organizations' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Organizations' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

The other supplementary information accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We also will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

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As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplementary information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplementary information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplementary information, including the disclosures, and whether the financial statements and supplementary information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statements presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Organizations and their environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management or those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organizations' compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organizations' major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

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Management's Responsibilities

Our audit will be conducted on the basis that the Company's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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You are responsible for preparation of the schedule of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of federal awards.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Organizations comply with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Preparation of the exempt from tax organization return
- > Preparation of the financial statements
- > Data entry of the auditee section of the data collection form (if applicable)

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

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- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

GAAS requires that we read any annual report that contains our audit report. The purpose of this procedure is to consider whether other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to corroborate such other information as part of our audit.

If you intend to reproduce or publish the financial statements, and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the Organizations, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Marie Arce
Amethod Public Schools

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We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Organizations' responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Organizations hereby authorize us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

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Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, the Organizations personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

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Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Organizations' personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Organizations are unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the Organizations' business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; other significant changes in business operations; new financing arrangements or modifications to existing financing arrangements; significant federal or state funding programs or changes that affect the amount of audit effort from external sources, new accounting and auditing standards that become effective that increase the scope of our audit procedures; business combinations; significant new employment or equity agreements; consultations with our National Office; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees to be \$35,000 for the financial audit and \$15,000 for the single audit.

In addition to professional fees, our invoices will include our 5% standard administrative charge, plus travel and subsistence, and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Organizations agree to be responsible for all expenses of collection including related attorneys' fees.

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We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

Marie Arce
Amethod Public Schools

February 20, 2023
Page 12

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Organizations, unless otherwise prohibited. In the event we are requested by the Organizations or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Organizations, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Organizations if disclosure of confidential information is necessary for peer review purposes.

No significant SAS's are outstanding.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the Organizations with any other services you may find necessary or desirable.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Organizations will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Organizations violate this non-solicitation clause, the Organizations agree to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Marie Arce
Amethod Public Schools

February 20, 2023
Page 13

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Organizations by Baker Tilly ("Online Offering") constitute the entire agreement between the Organizations and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Organizations' use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Organizations' status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.


We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Brenda Bock, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Brenda Bock is available at 858-320-8969, or at Brenda.Bock@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

<u>Marie Arce</u>	<u></u>
Officer signature	
<u>Director of Finance</u>	<u>CEO</u>
Title	
<u>3/7/23</u>	<u>3/7/2023</u>
Date	

@MOSSADAMS

Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/orsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

Coversheet

Approval of Board OnTrack Membership Renewal for 2023-2024

Section:	III. Consent
Item:	C. Approval of Board OnTrack Membership Renewal for 2023-2024
Purpose:	Vote
Submitted by:	
Related Material:	BoardOnTrack - Amethod Public Schools - Renewal 2023-2024.pdf

Renewal Membership Agreement: 2023 - 2024

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	Amethod Public Schools
Billing Address	2101 Livingston Street Oakland, CA 94606
Billing Contact Name	Evelia Villa
Billing Contact Role	CEO
Billing Contact Email Address	evilla@amethodschools.org
Billing Contact Phone Number	(510) 436-0172

Invoice Will Be Sent To:	evilla@amethodschools.org
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Membership Terms

Renewal Start Date	07 / 21 / 2023
Membership Package	Acceleration
Membership Term	1 year
Membership Fee	\$10,000.00

By signing this agreement, Amethod Public Schools agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____


Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form [here](#).

Coversheet

Approval of Drug Screening Policy

Section:	III. Consent
Item:	D. Approval of Drug Screening Policy
Purpose:	Vote
Submitted by:	
Related Material:	Board Briefing - Drug Screen Policy 3.21.23.pdf Drug Testing Policy 3.20.2023.pdf

 AMPS <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	Amethod Public Schools Board Item Overview Date: 3/21.2023	
Subject:	Human Resources Drug Screen Policy	
Action: <input checked="" type="checkbox"/> Information: <input type="checkbox"/> Committee: <input type="checkbox"/>	Request for Drug Screen policy approval for implementation	
RECOMMENDATIONS:	<p>Seek approval of Drug Screen policy. The purpose is to provide an additional level of protection for AMPS through preventing costly accidents, health issues and cost, absenteeism and litigation and can also protect from possible employee injuries and improve productivity.</p> <p>This is a precautionary measure as AMPS as many recent incidents of potential legal exposure and negative budgetary impacts due to lack of Drug Screen Policy.</p>	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	N/A	
SUMMARY OF KEYS ISSUES:	<p>Testing is aligned with AMPS comprehensive drug free workplace policy. The risk of not implementing a policy include:</p> <ul style="list-style-type: none"> • Poor hiring of candidates who are unable to properly perform their job resulting due to • Possible risk to staff and students from poor decision making by staff unable to perform their jobs and make good decisions due to being under the influence of a substances as covered by the policy • Possible workers compensation claims by staff injured while being under the influence • Inability to identify and confirm when a staff is presenting with reasonable suspicion and the inability to then keep staff and students safe 	
FISCAL ANALYSIS :	<p>Possible financial implications include:</p> <ul style="list-style-type: none"> • Additional recruiting cost to replace such staff, lack of continuity of learning from students due to staff transitions • Claims of negligent hiring • Data to mitigate financial responsibility for workers compensation in which an employee is complicit due to being under the influence in the workplace. 	
ATTACHMENT(S):	Proposed policy	

1. OCA – PE Teacher
2. BJE – Sherry Stone
3. JHHS – Daniel Powell
4. OCHS – Van accident
- 5.



HONOR HARD WORK

Drug Testing Policy

Purpose

The purpose is to provide an additional level of protection for AMPS through preventing costly accidents, health issues and cost, absenteeism and litigation and can also protect from possible employee injuries and improve productivity.

Affected Groups

All candidates who have received a written offer of employment will be required to undergo testing for commonly abused controlled substances in accordance with this policy. This policy is aligned with California state law which allows employers to conduct drug testing on applicants on a pre-employment basis, provided that pre-employment drug tests are implemented and conducted in a fair and consistent manner to all applicants who are applying for a position within a specific job class.

Drug test will also be administered in accordance with reasonable suspicion of an employee being intoxicated or inebriated while at work and/or post a workplace accident.

Substances Covered by Drug and Alcohol Testing

Candidates will be tested for use of the following:

- cocaine
- opiates
- amphetamines (amphetamine and methamphetamine)
- phencyclidine (PCP)
- barbiturates
- benzodiazepines
- methadone
- propoxyphane
- chemical derivatives of these substances.

AMPS does not test for cannabis (THC) at this time due to conflicts between state and federal law and the lack of proper testing to accurately determine usage timeframes as per California Assembly Bill 2188. Candidates must advise the testing lab of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

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Reasonable Suspicion

AMPS has a comprehensive drug-free workplace program often include reasonable suspicion testing, also known as for-cause or probable-cause testing. Reasonable suspicion testing is based on individualized suspicion of a particular employee, and employers need to document objective facts that would suggest to a reasonable person that the individual is under the influence in violation of company policy.

California law allows for an employer to drug test an existing employee when there are reasonable grounds or suspicion exist and justify a drug test. When an employee is suspected of being under the influence, firsthand observation should be made immediately by more than one supervisor or manager. Some examples of the signs an employer may observe are described below.

PHYSICAL SIGNS

- Bloodshot eyes/dilated pupils.
- Slurred speech.
- Unsteady walk/uncoordinated movements.
- Shakes or tremors.
- Unexplained sweating or shivering.
- Fidgeting/inability to sit still.
- Sleeping at work or difficulty staying awake.
- Unusual body or breath odor.
- Deterioration in appearance/grooming.

BEHAVIORAL SIGNS

- Attendance problems—tardiness, pattern of absences or excessive absenteeism.
- Decline in performance/productivity.
- Acting withdrawn from others, secretive.
- Money problems or borrowing or stealing money.

PSYCHOLOGICAL SIGNS

- Unexplained changes in personality or attitude.
- Sudden mood changes, irritability, angry outbursts or inappropriate laughing.
- Unexplained fear or paranoia.
- Inability to focus or concentrate.

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When two or more members of management make observations significant enough to warrant reasonable-suspicion drug testing, this should be documented and reported to Human Resources. A trained Human Resources professional will review and explained to the employee being sent for testing.

Post-Accident Drug Testing

The Occupational Safety and Health Administration (OSHA) has noted that drug testing that is conducted to evaluate the root cause of a workplace accident or incident that has caused harm or could have caused harm to employees is permissible and not deemed retaliatory. In accordance with OSHA guidelines, AMPS may conduct drug testing post all workplace accidents.

Testing Methods and Procedure

Upon receipt of an offer of employment and the notice to test, candidates must complete required drug testing within 24 hours. All testing will be conducted by a licensed independent medical laboratory selected by AMPS, which will follow testing standards in accordance with state law. Testing will be conducted on a urine sample provided by the candidate to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

Amethod Public Schools (AMPS) will pay for the cost of the testing. The testing lab will retain samples in accordance with state law, so that a candidate may request a retest of the sample at his or her own expense if he or she disagrees with the initial test result.

Refusal to Undergo Testing

Candidates who refuse to submit to a drug test or who fail to show up for a drug test within 24 hours of an offer of employment will no longer be considered for employment, and any offer of employment will be rescinded. The Human Resources Director can review special circumstances and make determinations accordingly.

Positive Test

On receipt of a positive test, the employment offer will be formally withdrawn, and the candidate will be provided with a copy of the test results and the reason why he or she is no longer being considered for employment. AMPS will at all time act in accordance with all current federal, state and local employment laws.

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Right to Explain Test Results

All candidates have the right to meet with the testing laboratory personnel and with Amethod Public Schools (AMPS) to explain their test results. These discussions will be considered confidential except that information disclosed in such tests will be communicated to personnel within Amethod Public Schools (AMPS) or within the lab who need to know such information to make proper decisions regarding the test results or employment of the individual.

Retesting

Candidates may request a retest of the original urine sample within five working days after notification of a positive test result. This retest is at the expense of the candidate unless the original test result is called into question by the retest.

Re-Application and Rehire

Individuals who are rehabilitated drug users or engaged in a supervised drug rehabilitation program and are no longer using drugs may be protected under the Americans with Disabilities Act. Therefore, Amethod Public Schools (AMPS) will consider the applications of candidates who formerly tested positive for drugs if candidates can show evidence of rehabilitation and compliance with this policy.

Right to Review Records

Amethod Public Schools (AMPS) will provide a copy of test results upon written request to candidates who test positive.


Confidentiality

All records concerning test results will be kept in medical files that are maintained separately from Amethod Public Schools (AMPS) personnel files.

Coversheet

Approval of Fit for Duty Policy

Section:	III. Consent
Item:	E. Approval of Fit for Duty Policy
Purpose:	Vote
Submitted by:	
Related Material:	Board Briefing - Fit for Duty Policy 3.21.23.pdf Fit for Duty Policy 3.20.2023.pdf

 AMPS <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	Amethod Public Schools <i>Board Item Overview</i> Date: 3/21.2023	
Subject:	Human Resources Fit for Duty Policy	
Action: <input checked="" type="checkbox"/> Information: <input type="checkbox"/> Committee: <input type="checkbox"/>	Request for Fit for Duty policy approval for implementation	
RECOMMENDATIONS:	<p>Seek approval of Fit for Duty policy. The purpose is to provide an additional level of protection for AMPS through preventing costly accidents, health issues and cost, absenteeism and litigation and can also protect from possible employee injuries and improve productivity.</p> <p>This is a precautionary measure as AMPS as many recent incidents of potential legal exposure and negative budgetary impacts due to lack of Fit for Duty Policy.</p>	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	N/A	
SUMMARY OF KEYS ISSUES:	<p>Testing is aligned with AMPS customary onboarding standards for new employees and sanctioned by OSHA. The risk of not implementing a policy include:</p> <ul style="list-style-type: none"> • Poor hiring of candidates who are unable to properly perform their job responsibilities leading to performance issues and inherent exposures during disciplinary action up to and including termination • Possible workers compensation claims by staff suffering previously undocumented injuries 	
FISCAL ANALYSIS :	<p>Possible financial implications include:</p> <ul style="list-style-type: none"> • Additional recruiting cost to replace such staff, lack of continuity of learning from students due to staff transitions • Claims of negligent hiring • Data to mitigate financial responsibility for workers compensation in which an employee is complicit due to being under the influence in the workplace. 	
ATTACHMENT(S):	Proposed policy	

1. S. Vincent - Dr
2. K. Lee – Lesson Plans
3. Previous back injury



HONOR HARD WORK

Fit for Duty Policy

Purpose

Amethod Public Schools (AMPS) requires current employees and applicants to whom a conditional offer of employment has been extended to undergo medical examinations whenever management determines that these are necessary for the safe operation of the organization or job-related as consistent with business necessity, as allowed by federal and state law.

Scope

Applicants receiving an offer of employment may be required, as a condition of employment, to take a medical examination to establish their fitness to perform the jobs for which they have applied without endangering the health and safety of themselves or others. For job classifications determined appropriate for a fit for duty examination, all applicants for the job to whom a conditional offer of employment has been made will be examined.

Employees may be required to have a medical examination on other occasions when the examination is job-related and consistent with business necessity. For example, a medical examination may be required when an employee is exposed to toxic or unhealthful conditions, requests an accommodation for a particular disability, or has a questionable ability to perform essential job functions due to a medical condition.

Cost of Required Examinations

Required medical examinations will be paid for by Amethod Public Schools (AMPS) and will be performed by a physician or licensed medical facility designated or approved by the company. Medical examinations paid for by Amethod Public Schools (AMPS) are the property of the company, and the examination records will be treated as confidential and kept in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, or the employee's doctor.

Use of Prescription Drugs at Work

Employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from

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performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs.

Employees are encouraged, but not required, to participate in wellness programs and have physical examinations on an annual basis.

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Coversheet

Approval of Second Interim Financial Budget Report for 2022-2023

Section:	IV. Business
Item:	B. Approval of Second Interim Financial Budget Report for 2022-2023
Purpose:	Vote
Submitted by:	
Related Material:	2022-23 OCA Final (1).xlsx 2022-23 OCHS Final (1).xlsx 2022-23 DCA Final (1).xlsx 2022-23 BJE 2nd Interim Final.xlsm 2022-23 JHHS 2nd Interim Final.xlsm 2022-23 RCA 2nd Interim Final 2.xlsm April Finance Update- Board Meeting 4_20.pptx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 OCA Final (1).xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 OCHS Final (1).xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 DCA Final (1).xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 BJE 2nd Interim Final.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 JHHS 2nd Interim Final.xlsm

Notice

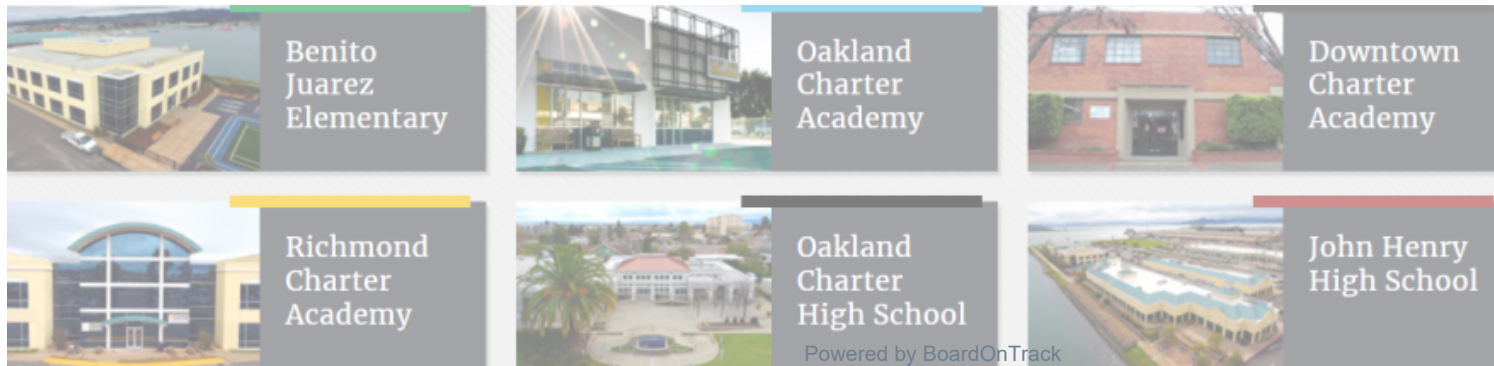
The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-23 RCA 2nd Interim Final 2.xlsm

Amethod Public Schools

Board Interim Update

Marie Arce
April 20, 2023



Powered by BoardOnTrack

AMPS

HONOR HARD WORK

1. FY 2022-23 Financial Status Update

- a. 2022-23 Second Interim Financial Report- Board Approval
- b. 2022-23 Hold Harmless

2. 2023-24 Budget Timeline

2022-23 Second Interim Financial Report

	2nd Interim 1/23					1st Interim 10/22					Variance			
	Revenue	Expense	Surplus/ (Deficit)	ADA		Revenue	Expense	Surplus/ (Deficit)	ADA		Revenue	Expense	Surplus/ (Deficit)	ADA
BJE	9031	8054	977	440		8478	8449	29	456		553	(395)	948	(16)
DCA	5153	4751	402	253		4805	4843	(38)	257		348	(92)	440	(4)
JHHS	6600	5869	731	330		6367	6338	29	318		233	(469)	702	12
OCA	4170	4167	3	193		4246	4254	(8)	205		(76)	(87)	11	(12)
OCHS	7806	7324	482	398		7889	7769	120	428		(83)	(445)	362	(30)
RCA	5548	5126	422	301		5427	5394	33	305		121	(268)	389	(4)
	38308	35291	3017	1914		37212	37047	165	2199		1096	(1756)	2852	(55)

AMPS

HONOR HARD WORK

2022-23 2nd Interim Recap

- All 6 sites will have reserves between 3%-5% (3% required)
- All 6 sites will be projected to break even or increase their fund balance
- The finance department worked with the sites to reduce expenses to offset the reduction in enrollment and ADA. This continues to be a statewide problem. Charters feel the impact on an enrollment drop in the current year unlike school districts that are funded on prior year ADA.

FY 2022-23 Fund Balance After 2nd Interim

		BJE	RCA	JHHS	OCA	DCA	OCHS
Increase/Decrease in Unrestricted Fund Balance		\$ (394,378)	\$ 110,567	\$ (2,105)	\$ 1,342	\$ 401,816	\$ 482,557
Beginning Balance		1,940,852	32,128	189,027	3,772,311	3,725,984	8,621,537
Ending Fund Balance		\$ 1,546,475	\$ 142,695	\$ 186,922	\$ 3,773,654	\$ 4,127,800	\$ 9,104,094
Reserve		302,447	107,860	146,329	208,346	237,549	366,178
Fund Balance After Reserves		\$ 1,244,028	\$ 34,835	\$ 40,593	\$ 3,565,308	\$ 3,890,251	\$ 8,737,916

AMPS

HONOR HARD WORK

2022-23 Hold Harmless for Charter Schools ADA/Enrollment

Protections are for classroom-based schools if attendance rates in 2021-22 is below the 2019-20

Two forms of “hold harmless” protections for charter schools

1. ADA Rate/ Yield Protection
2. Declining Enrollment Protection

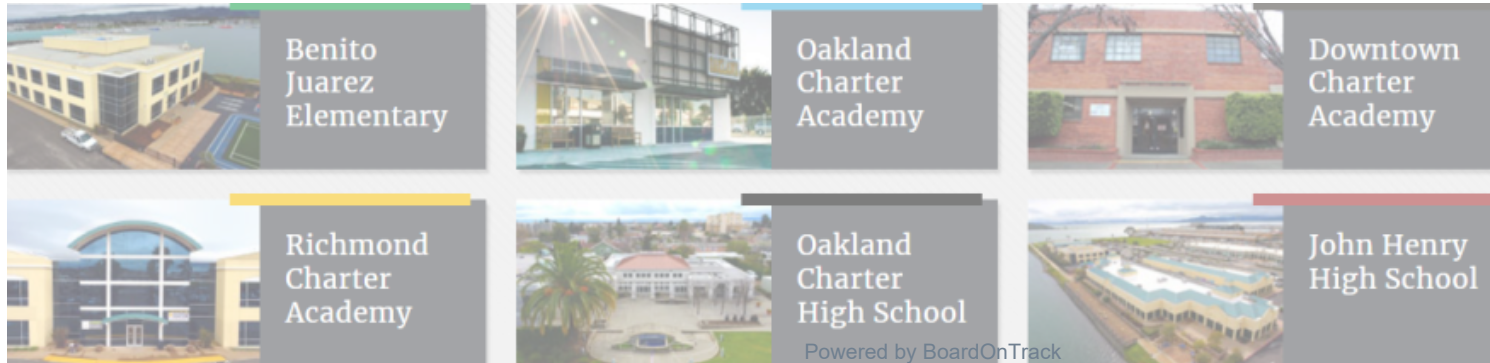
		ADA	Total LCFF	Prop Tax	EPA	State Aid
Oakland Charter High	PA	436.54	5,730,219	1,322,507	1,808,751	2,598,961
	P2	418.23	5,489,873	1,309,056	1,690,866	2,489,951
	Diff	18.31	240,346	13,451	117,885	109,010
Downtown Charter Academy	PA	266.35	2,893,298	806,913	53,270	2,033,115
	P2	264.68	2,875,157	828,446	52,936	1,993,775
	Diff	1.67	18,141	(21,533)	334	39,340
Oakland Charter Academy	PA	246.00	2,727,970	745,262	756,930	1,225,778
	P2	208.51	2,312,233	652,634	620,626	1,038,973
	Diff	37.49	415,737	92,628	136,304	186,805
Richmond Charter Academy	PA	257.03	2,704,240	805,475	771,543	1,127,222
	P2	255.67	2,689,932	791,805	776,869	1,121,258
	Diff	1.36	14,308	13,670	(5,326)	5,964
Richmond Charter Elementary-Benito Juarez	PA	451.67	4,901,048	1,415,434	90,334	3,395,280
	P2	428.18	4,649,687	1,326,065	85,636	3,237,986
	Diff	23.49	251,361	89,369	4,698	157,294
John Henry High	PA	311.37	3,953,829	-	62,274	3,891,555
	P2	310.76	3,946,083	-	62,152	3,883,931
	Diff	0.61	7,746	-	122	7,624
		Total Benefit	947,639			

2022-23 Hold Harmless for Charter Schools Enrollment

2021-22 Charter School Declining Enrollment

Charter	2020–21 AN R1 Funded ADA* A	2021–22 P-2 ADA, Adjusted for ADA Loss Mitigation (B * C) D	ADA Difference (A - D, if less than 0, E = 0) E	2021–22 P-2 LCFF per ADA Rate** (F / G) H	Allocation Amount
Oakland Charter High	444.25	436.54	7.71	13,126.44	\$ 101,205.00
Downtown Charter Academy	320.41	266.35	54.06	10,862.77	\$ 587,241.00

2023-24 Budget Development

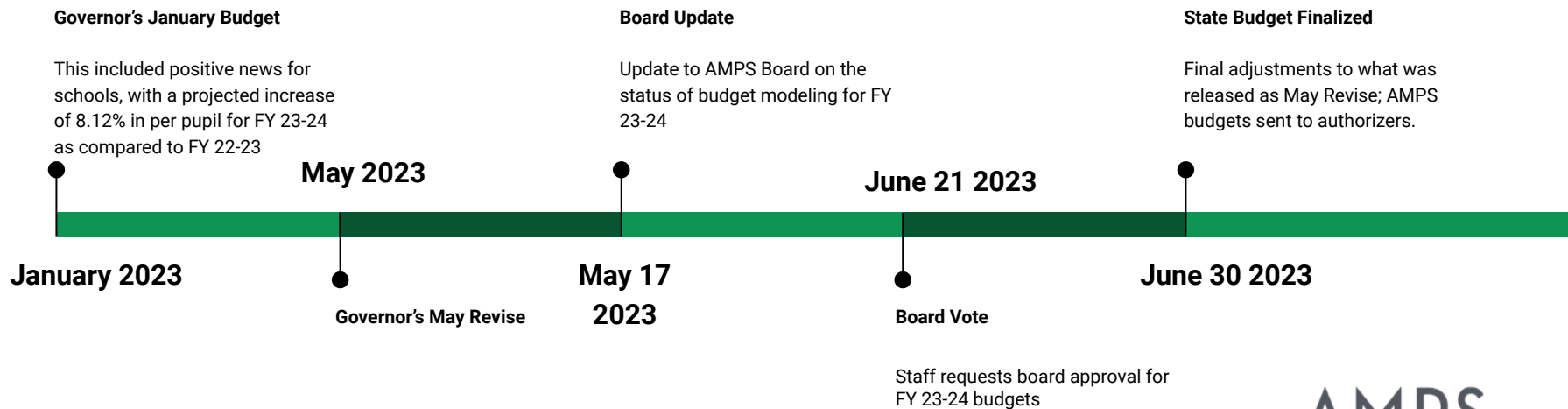


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AMPS

HONOR HARD WORK

2023-24 Budget Development Timeline



Coversheet

Approval of Celebration Speech Group Master Contract 2022-2023 (revised)

Section:	IV. Business
Item: (revised)	C. Approval of Celebration Speech Group Master Contract 2022-2023
Purpose:	Vote
Submitted by:	
Related Material:	Celebration Speech Group Contract Board Briefing Sheet .pdf Revised Contract 2022.2023 (1).pdf

AMPS

HONOR HARD WORK

Amethod Public Schools
Board Item Overview**Date:** 4/20/2023**Subject:**

Benito Juarez Elementary Special Education Services

Action:☒**Information:**☐**Committee:**☐**Request for Approval of Celebration Speech Group Master Contract 2022-2023 (revised)****RECOMMENDATIONS:**

Seek approval of the amended Celebration Speech Group contract to provide additional services and increase the capacity to provide services to all speech students at Benito Juarez Elementary.

**SUMMARY OF PREVIOUS
BOARD DISCUSSION AND
ACTION:**

N/A

SUMMARY OF KEYS ISSUES:

The previous Celebration Speech Group contract was for 6 hours of services from Speech-Language Pathology Assistants. New contract is 4 days a week of services with SLPA and SLP for direct services to all students, Individualized Education Program writing and assessments.

FISCAL ANALYSIS :

\$95,000

ATTACHMENT(s):

Celebration Speech Group Master Contract 2022-2023 (revised)

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Benito Juarez Elementary and Celebration Speech Group

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

BENITO JUAREZ ELEMENTARY

Contract Year 2022-2023

Nonpublic School

x

Nonpublic Agency

Type of Contract:

x

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth

in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall

include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary

nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar

and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915.

CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse,

ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's

staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement

until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant

state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical

standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional

leader, and be able to provide leadership, oversight and professional development • The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR.

CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the

parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of

such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA

Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated

such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment

should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.


CONTRACTOR

LEA

Celebration Speech Group
Nonpublic School/Agency

Benito Juarez Elementary

LEA Name

By:  12/12/22
Signature Date

By: _____
Signature Date

Chimezie Chidi Clinic Director
Name and Title of Authorized Representative

Evelia Villa
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
Chimezie Chidi- Clinical Director

Notices to LEA shall be addressed to:

Name and Title	Evelia Villa- CEO Name and Title
Nonpublic School/Agency/Related Service Provider Celebration Speech Group	LEA 1450 Marina Way South
Address- 201 Sand Creek Road Suite G-4	Richmond CA 94804
City Brentwood CA Zip 94513	City State Zip
Phone 925-759-6519 Fax 925-401-9510	Phone Fax
Email cchidi@celebrationspeechgroup.com	Email- Evilla@amethodschools.org

Additional LEA Notification
(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Celebration Speech Group

The CONTRACTOR CDS NUMBER: 9900870

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Maximum Contract Amount: \$95,000

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>		
<u>Language and Speech (415)</u>	\$89 SLPA \$110 SLP	
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
<u>Health and Nursing: Other Services (436)</u>		
<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Physical Therapy (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		

<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

EXHIBIT B: 2022-2023 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Celebrations Speech Group Inc.

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)



12/12/22

(Signature)

(Date)

(Signature)

(Date)

Chimezie Chidi Speech Therapist


(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

Approval to Pay E-Rate Funds to AT&T

Section:	IV. Business
Item:	D. Approval to Pay E-Rate Funds to AT&T
Purpose:	Vote
Submitted by:	
Related Material:	Briefing Sheet - Pay AT&T Invoice 04202023.docx 04.22.2020 Board Meeting Minutes.pdf ATT E-RATE CHECK.pdf

		Amethod Public Schools Board Item Overview <i>Date: April 20, 2023</i>	
Subject:		Approval to apply a Bulk ERate disbursement to the associated AT&T account	
Action: <input checked="" type="checkbox"/>		Approve payment to a vendor	
Information: <input type="checkbox"/>			
Committee: <input type="checkbox"/>			
RECOMMENDATIONS:		Approve payment of ERate grant funds to AT&T in the amount of \$71,543.52	
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:		The ERate Budget for AT&T Dedicated Internet Service was approved by the Board in 2020.	
SUMMARY OF KEYS ISSUES:		AMPS applied for ERate funding for AT&T Dedicated Internet Service at each school in 2020 and subsequent years. AT&T recently provided a bulk disbursement of accumulated ERate disbursements between the period July 1, 2022 through January 2023. The bulk disbursement was issued by AT&T to AMPS and subsequently deposited into an AMPS bank account.	
FISCAL ANALYSIS:		This action has no fiscal impact.	
ATTACHMENT (S):		Copy of Check from AT&T (bank account and other sensitive information redacted) FRN for AT&T ADI Board Minutes from 2020	



HONOR HARD WORK

Regular Meeting of the Amethod Public Schools Board of Directors
Wednesday, April 22, 2020, 6:00 PM

MEETING MINUTES

ITEMS
<p>1.0 Call to Order</p> <p>1.1 Roll Call</p> <p>Board Chair Edgar Quiroz; Present Board Member Peter Hanley; Present Board Member Maribel Gonzalez; Present Board Treasurer Hernan Vargas; Absent Board Member Gilbert Lopez Jr.; Present</p> <p>1.2 Establish Quorum</p> <p>4 of 5 members present; quorum established</p>
<p>2.0 Approval of Agenda</p> <p>Two changes; deleting item 4 and 5, and item 7.6 Motion: Hanley moves to accept the agenda as changed Second: Lopez Roll Call Vote: Board Chair Edgar Quiroz; Yes Board Member Gilbert Lopez Jr.; Yes Board Member Maribel Gonzalez; Yes Board Member Peter Hanley; Yes Unanimous</p>
<p>3.0 Announcements</p> <p>OCHS & JHHS US News and World Report Best High School in the Nation. Thank and Congratulate Ms. Flores & Ms. Forrester and their teams. OCHS ranked number one of all high schools in OUSD. Congratulations to Julia Wiersema for the Fulbright scholarship.</p>
<p>4.0 Disclosure of Items to be Discussed in Closed Session (Government Code 54977.7)</p>
<p>5.0 Public Comment on Closed Session Items</p>
<p>4.0 Recess to Closed Session</p> <p>4.1 Conference with legal counsel—Existing Litigation [Government Code section 54956.9(d)(1)] 4.2 Liability Claim (Government Code section 54956.95)</p>
<p>5.0 Reconvene from Closed Session</p> <p>5.1 Roll Call 5.2 Establish Quorum 5.3 Report Action Taken</p>
<p>6.0 General Public Comment</p> <p>Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter Hello my name is Mariela Cuellar, I have daughters at BJE and I am requesting that my name and comment is on the record. My public comment is that the agenda and the packet is consistent and that it is online. That you follow the Brown act, the 72 hours. I have always asked for better practices in terms of the board meetings and that parents understand that we have a board and that we have board meetings so that they are informed and they can make their voice heard. There are six schools</p>

Amethod Public Schools

2101 Livingston Street, Oakland, CA 94606 • Office 510.436.0172 • Fax 510.436.0173 • www.amethodschools.org



HONOR HARD WORK

in the system and that is Amethod public Schools and that there are members on the board that represent us even though we didn't choose them, they were chosen for us, they are still making decisions for the six schools. The AMPS board is making decisions for the six schools and as parents we need to be informed with these decisions and what is happening at the schools. I have always asked to let parents know what is going on, that there are board meetings so that they can be involved and a lot of us know that there is the FST which is the family staff team but we need more parents to participate in board meetings so that we can have better communication and know whats going on at the schools. This is the board meeting for Amethod Public Schools; we should be informed, involved and we need to take action.

Ms. Forrester - Site Director at Oakland Charter High School:

Good evening Board members and members of our community. This evening right before the board meeting I was participating in the Families in Action A-G Awards which was broadcast live on Facebook. It was a very inspiring evening celebrating the wonderful work that's being done at a variety of Oakland Schools in order to support our students to meet A-G college readiness requirements. OCHS was recognized in categories for Latinx student achievement and for African American student achievement.

Mariela Armendariz - AMPS Mother via Sylvia Flores as Interpreter

Hello my name is Mariela Armendariz and I am the mother of a student in the 12th grade at John Henry High School. I am also the mother of Galilea Armendariz who is enrolled at RCA. I wanted my comment to be heard because I have a son who goes to college and has been a graduate from these schools and another who at the end of the year will hopefully be going to college as well. I love how Ms. Flores has maintained the highschool and it is unfortunate that we are in this situation but hopefully it can be reopened. I would also like to say that we need to do a little bit more work on RCA, I liked when Mrs. Villa was in charge there, that's when my son started at RCA and he is now in college in the third year. I would like to know if it is possible to be a little more strict just like how it started with the uniform at BJE. We are doing a better job at RCA but I would like to see if Mrs. Villa can come back because she was keeping the school more strict. When Mrs. Villa started the schools a lot more strict, and this is not just me, there's a group of parents who think the same. I would like to know why do you always hear the negative from parent's when in reality there are more positives. We have a lot of parents with positive things to say about these schools. That is it, I wanted my voice to be heard as well, as a mother that has been through these schools and have had a positive experience with the schools. Thank you.

Araceli Magana- AMPS Mother of three

My name is Araceli Magana, I am a mother of three students. One attends BJE, RCA and JHHS. I am really concerned about schools especially now that we hear the negativity from parents about the schools. I had the pleasure to meet Mrs. Villa. When she was around the school it was really productive on RCA, she was on top of all students regarding uniforms. Once Mrs. Villa left, the school started coming down a little with the uniforms. I am worried because when Mrs. Villa was there, she would greet all students and parents in the morning, she made everyone feel welcome to the school. If I had an issue I knew I could go to her to get it resolved. I am worried because I don't want my students to go to public schools. I am in love with these schools and want to work on this together. That's it, thank you.

Gabriela Gutierrez - AMPS mother and Community Organizer - Richmond

Hi my name is Gabriela Gutierrez, I am a parent of two students, one at BJE and another at RCA. I have been an AMPS parent for years and I have recently started working for the Richmond team. First of all I wanted to congratulate Ms. Flores and Ms. Forrester, their staff, and students for the award they just recieved. I think it is an amazing award and just to be named by such a magazine is amazing. It's sad that there are a lot of people out there that do not see the greatness of that award. I also wanted to mention this was our first week holding a food drive. I was surprised at how many calls I got from parents wanting to help other AMPS families. Yesterday was the first day we received a lot of donations, I am grateful for the families that are giving out. one of the messages the majority said was "I want to share with those the little that I have and I want to share with those in need." I am very happy to say that our families are as we all know, they care for eachother, and we have built that community. I was very shocked that, after sending the memo, Ms. Cuellar sent out an email to all board members questioning other stuff and not seeing what was said, this is for our students, this is for our families. I did not send out the message to be attacked by others. Our families are great and we are here to help them out. To be frank I am tired of the bull****. I have to say it; it is a constant attack of our schools and constant attack of our students. Sadly this is not about the school doing good, it's about adults going after adults. I am tired of it. Just like me there are other parents that are tired of



HONOR HARD WORK

it. We are here to fight for our schools, we believe in the system, and we will be here to fight for our schools, for our leaders, I hope my message is well received. Thank you.

Cinthia Hernandez - AMPS Mother

My name is Cinthia Hernandez, I just want to speak up and say I hope everyone is doing well. I understand that there's a lot of people on here upset about certain things going on and parents speaking up just like.. there's the good and there's the bad of every organization and every school. I feel that we should be able to respect each other. We aren't on here to have people call out other people, I find that really unprofessional and just feel that the Board members are taking into consideration what's going on. I just feel that we are all here to support but also call out when something is not right. And as those parents ask to respect them, we ask them to respect us and especially because they are employees of the school. That's all I have to say, thank you.

7.0 Business

7.1 CEO Report

Filed for appeal on March 25 for WCCUSD denial of JHHS petition for charter renewal. Hearing to take place July 8th or 9th. 11 members, majority required to grant appeal. June 9th hearing at advisory commission of charter schools. Schools will remain closed for the remainder of the academic year. AMPS closed campus for all schools.

7.2 Approval of Board Minutes (2.19.2020, 3.18.2020)

Hanley sent edits and were incorporated.

Motion: Hanley moves approval of 2-19-2020 & 3-18-2020 Board minutes.

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Gilbert Lopez Jr.; Yes

Board Member Maribel Gonzalez; Yes

Board Member Peter Hanley; Yes

Unanimous; motion passes.

7.3 AMPS FY20 Financial Updates and FY21 21 Draft Budget Presentation

Kelly Ellis, Aiden Barry-Owen, and Mike Barr present a financial update

Initial look at budget for 2021. Propose contingency plans. Receiving funding from state to cover cleaning supplies. Massive loss projected, then it got better. June deferral, apportionment to come in July. Federal CARES act; submitted PPP (payroll protection plan) loan through bank of America. LCAP due date changed to December 15. Public lottery needs to be live streamed and recorded. Rocky landscape. Tax deadline extended to July 15. Revision of budget in August. tax returns delayed by three months. Major expense assumptions. Budget comparisons, factoring in and or out JHHS.

Public Comment on item 7.3

Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

Hi my name is mariela Cuellar, once again I am a parent of a student at BJE. i want to first thank Ms. Kelly Ellis for the presentation and I want to suggest that the presentation is always on the monitor. At first it was but then towards the end of the presentation I could not see it on the monitor. When we speak about the budget for AMPS, there's always a lot of information, too many numbers, but what is important to me is that parents are informed regarding our budget. I want to congratulate you because the employees are going to be paid, and this is the correct thing to do, it is the right thing to do and this is the law. There are some things that we need to improve and looking at the budget one of those is the LCFF which are the funds for every school. We know that the LCAP is where the money is going to and I heard it will be submitted in June, I would like parents to be more involved. Who is approving the titles 1, 2 3 and 4 etc. There's more funding sourced for LCAP, next year we need to improve and see how we are educating, and if you say there needs to be a payment for JHHS, how will that affect the other schools?

Elizabeth - Mother at RCA & BJE via Sylvia Flores as Interpreter

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HONOR HARD WORK

The reason why I want to talk is regarding RCA & BJE and the reason is due to clippers. Why if they give them money to give clipper cards to students and one parent, my kids have had the clipper cards in the past. This year at the beginning of the year they told me they had a problem with the clipper cards. They said the people that were there before did not give them access to clipper accounts online so they could not access the accounts and give the clipper cards. They told me this for a while and have not received cards or an update. I sent an email to Linda Delgadi, the site director and the clipper card service director. I got no response and I need those clipper cards. I would go often to ask about this and they would not give me an answer, they always said they did not have access. They gave only excuses and not a clear answer. I know of two mothers that were there and did receive clipper cards and I am asking why did I not receive a clipper card? That is it. Thank you.

7.4 Comprehensive School Safety Plans

Evelia Villa and Grace Borja present safety plans with OCHS as template as approved during the March 18, 2020 meeting. High schools and Middle schools practice earthquake, fire, and lockdown drills once a semester while elementary schools practice once every quarter.

Motion: Lopez moves to approve the Comprehensive School Safety Plans as presented.

Second: Hanley

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion passes.

Public Comment on item 7.4

Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

We need to be doing a better job as far as our practices because I raised my hand at the beginning of the meeting and you already took the vote, this is a bad practice that Amethod has always had. Once again, My name is Mariela Cuellar and we had an FST on March 12th with Ms. Aberle, Mr. Zelaya and Ms. Kim and with the security plan was presented and introduced for comments. I don't think that it is wise to have a meeting regarding the safety plan if all we are doing is talking about is traffic. We were asked about traffic and we were told that the safety plan was implemented and to provide comments but the comments were related to traffic. There are other comments we need to talk about which are sexual harassment, physical harassment within student body, internet safety, this is for BJE. There were several topics at that FST meeting but what it was reduced to was traffic. I would like for Ms. Aberle to give you the topics that we voted on during that meeting. We can always improve on traffic but these topics were condensed to traffic. We spoke about the security plan but we need to have parents more involved in these meetings. We need more information and we need to take action to improve all six schools.

7.5 Approval of Squar Milner Contract for: third-party Auditor for Fiscal Year 2020-2022; Approval of Contract for Audit of Measure "G" parcel Tax and Measure G1; Approval of Contract for preparation and filing of tax returns

Dr. Vaca presents this item. Squar Milner audits measure G Partial tax and measure G1 prepare and file tax returns. I recommend the approval.

Motion: Hanley moves to approve Squar Milner as third party auditor

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.



HONOR HARD WORK

7.6 Nomination of Board Member Anselmo Ramirez

Public Comment on item 7.7

Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

My name is Mariela Cuellar and I am a mother at Benito Juarez. When we speak about the brown act, I have been at several meetings at Amethod especially the ones in Oakland. I have been to these meetings because I wanted to know how the board of directors are running the school where my daughter attends. Violations to the brown act have been frequent. I don't know what you will be talking about later but I have seen several violations like the agenda not being posted online and at the school sites. There have been changes in locations and cancellations without notice. There have been a lot of violations, and we all need to be more informed, I don't know too much about the brown act but I do know there have been violations. We need to train people better because we need to make sure the board of directors know how to run these meetings. And also the parents, that they can invite us to these training sessions so that we know how these meetings work.

7.7 Brown Act Violation Cure for Board Meeting on February 19, 2020

Re-Approval of the following items:

- a. Second Interim Financials statements
- b. AMPS Foster Youth Policy
- c. ASSES Renewal for BJE and DCA
- d. Richmond Region Region Academic Calendars 2020-2021
- e. Williams Complaint Notice
- f. EL Reclassification Policy
- g. J-13A: Downtown Charter Academy

Dr. Vaca presents. Item 7.7 is in response to a letter we got from the contra costa county district attorney's office, stating that the brown act violation was that the February 19, 2020 meeting notice and agenda did not identify that the meeting would include teleconference participation and allow members of the public to participate at the teleconference locations. This is when we had the new loosening of the brown act allowing for the teleconferencing of board members. The other aspect of it was that AMPS did not post locations on the agenda and notice where teleconferences were to occur at each school site. Those were the two violations. I responded to Steve Holden about what we would be doing by reapproving the items that were passed on the February 19th meeting and asked him if this was sufficient to cure the violation and he said yes it was. That's what we are doing now.

Re-Approval of item a. 'Second Interim Financials statements'

Motion: Hanley moves accept report (Second Interim Financials statements) as decided on 2-19-2020

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Re-Approval of item b. 'AMPS Foster Youth Policy'

Motion: Lopez moves to accept the AMPS Foster Youth Policy as decided on 2-19-2020

Second: Hanley

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes



HONOR HARD WORK

Unanimous; motion carries.

Re-Approval of item c. 'ASES Renewal for BJE and DCA'

Motion: Hanley moves to accept the ASES Renewal for BJE and DCA as decided on 2-19-2020

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Re-Approval of item d. 'Richmond Region Region Academic Calendars 2020-2021'

Motion: Lopez moves to accept the Richmond Region Region Academic Calendars 2020-2021 as decided on 2-19-2020

Second: Gonzalez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Re-Approval of item e. 'Williams Complaint Notice'

Motion: Hanley moves to accept the Williams Complaint Notice as decided on 2-19-2020

Second: Gonzalez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Re-Approval of item f. 'EL Reclassification Policy'

Motion: Lopez moves to accept the EL Reclassification Policy as decided on 2-19-2020

Second: Hanley

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Re-Approval of item g. 'J-13A: Downtown Charter Academy'

Motion: Hanley moves to accept the J-13A: Downtown Charter Academy as decided on 2-19-2020

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Yes

Board Member Gilbert Lopez Jr.; Yes

Unanimous; motion carries.

Public Comment on item 7.8

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Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

My name is Mariela Cuellar, once again, a mother at BJE. When we talk about these uniform complaints I know about this because i have submitted several complaints regarding sexual harassment from another student towards my daughter and I have told the site director, I have filled out the forms, submitted complaint, I have sent emails, and I am asking who is reading these complaints? I did not know that Bianca Nunez was now in charge of these uniform complaints. I have submitted several complaints but the most recent has been regarding the sexual harassment of one of my twins and they told me that I was supposed to receive a letter within 20 days, and then the site director sent me an email which i cannot accept because i dont think she has done enough to resolve the situation. This issue is still outstanding, it is very important that we have appropriate measures and actions, that we talk to parents and teach our kids to speak out when they are touched inappropriately. I would like for you to take more measures regarding any kind of complaint. Answer complaints submitted regarding sexual harassment and physical abuse. Thank you.

Hanley responds stating if there is a pending uniform complaint, clear procedures are laid out in policy and she should follow up with administration and procedure should be followed as indicated in policy.

7.8 Uniform Complaint Procedures (UCP) and Policies

David Stephan presents an update to UCP because BJE went through a title 1 audit. Auditor wanted more language regarding state preschool. Auditor is taking our policy and comparing it to a template. This is not something we can vote on yet. Hesitation on adding language regarding inapplicable operations. I would like to seek counsel to ensure we have what we need stated clearly in the UCP. Draft submitted does not pertain to us. This is not a time sensitive item. No action to be taken tonight. Postpone item for next month after hearing from auditors regarding preferred language.

Peter Hanley suggests taking public comment after the presentation so that the public has had a chance to hear the presentation. For tonight, we will continue hearing public comments before, and we can adjust moving forward.

Public Comment on item 7.9

Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

My name is Mariela Cuellar and I am a mother at BJE. Mr. Hanley, I want to thank you from the bottom of my heart for that suggestion that you made. It is very important to me. I wanted to point out that for item 7.9 there was no information that I could access online. When I looked at the online agenda and the packet it says 7.9 and the title but when I click, there is nothing on there that I can read regarding this item. I also wanted to say president Quiroz and Dr. Vaca, when you say that you should make a public comment before the presentation, these are not the best practices. I understand that the board act says that the board president gets to decide when to allow public comment but these are not best practices. Again, how will I comment if I don't know what this item is about. Is it how to improve technology, but technology about what? Is it related to students, is it related to the board meetings? What type of technology will be improved? I see the word fund on here. Is it funds that are going to be used to better the technology for the students; I hope so. We should focus on bettering the technology at home and at the schools.

7.9 Technology Upgrades via Teleconnect Fund (E-Rate)

Adrian Clarke presents on E-Rate. Increase bandwidth and replace the end of life products. Strongly recommend update systems. Questions about any new information since the last presentation on March 18, 2020. Hanley recalls expecting the presentation to be tied to a budget outlining things to consider and what we can afford. Hanley asks; what do we need to replace and how is that tied to our budget? Mr. Clarke states six firewalls need to be replaced. Vaca understood the same thing as Hanley; comparisons, recommendations and breakdowns. Quiroz expresses concern in approving tonight. Quiroz asks for a summary to make a motion.

Clarke: Dollar amount right now for wireless internet service; \$9,000, for the firewalls \$40,748.

Vaca: When does that need to be paid?

Clarke: After July 1st

Quiroz: Can we vote on the two different categories separately? Where does the 85% discount get factored in?

Clarke: Firewall cost before discount; \$44619

Quiroz; we pay 15% of that?

Clarke: yes \$6,692.86

Quiroz: I feel conflicted given uncertainties. Do we have an ability to opt out if we are impacted financially?



HONOR HARD WORK

Clarke: Yes we can opt out.

Lopez: What does that entail?

Clarke: We have an e-rate consultant... it's a written notification

Villa: Did you talk to Kelly about this forty thousand dollar amount?

Clarke: No, I did not.

Villa: I would rather wait on this if we can.

Hanley: We have to go ahead with the nine thousand dollars. You cannot do online learning without the upgrade. You have to do category 1.

Quiroz: What's driving this tonight is the April 29th deadline.

Hanley: if you miss the deadline, you are looking at forty four thousand dollars instead of six (without the 85% off discount) correct Mr. Clarke?

Clarke: If you miss the deadline you're looking at eighty thousand dollars.

Forrester: What are the risks we are exposing ourselves to if we wait a year? Can you provide documentation that firewall providers will not continue to service us now? Perhaps extend service agreement in light of COVID 19.

Motion: Hanley moves to give administration the authority to move forward with E-rate on category 1 to upgrade firewalls for the six schools. They have the discretion to make the purchase or not.

Second: Lopez

Roll Call Vote:

Board Chair Edgar Quiroz; Yes

Board Member Peter Hanley; Yes

Board Member Maribel Gonzalez; Abstain

Board Member Gilbert Lopez Jr.; Yes

3 of 4 votes; motion carries.

Public Comment on item 7.9

Mariela Cuellar - AMPS Mother via Sylvia Flores as Interpreter

My name is Mariela Cuellar and I am a mother at BJE. Distance learning is important to me. I want to first thank Amethod and BJE; there are a lot of things going well with distance learning but also some room for improvement. Ms. Aberle has done a great job along with her staff. We need to improve certain things; no one was ready but we need it to be effective and to make sure students are learning. In my case, with my 4th grader there are teachers that only gave packets, I had to go ask for a computer so that they can receive more support. One of my daughters had a sub and thankfully Ms. Sampiero took responsibility. There are a lot of things we need to improve academically so that the children are learning and they are prepared for the fifth grade. Not only for my daughters but I advocate for all children. They need to be prepared for the following weeks. With distance learning we need to be following the rules and the law so that all children including special education can be provided these services. Thank you.

7.10 AMPS Schools Distance Learning Plans

Ms. Forrester and Ms. Flores present on high school distance learning plans. Ensured that distance learning plans are intentional, active, cooperative, authentic and meaningful and that both staff and students are supported. Google classroom as a standardized platform, when teachers post and when assignments are due. Using success trackers to communicate with those that are not completing assignments. Paraprofessionals assigned a student caseload. 95% of students at JHHS and OCHS are submitting assignments and are engaged.

Ms. Aberle presents on BJE and RCA. Difficult to go online with K-3. Interactions with parents so they can assist in getting materials to students. Encouraging a structured schedule so adjustment back to school is more fluid. Wrap around service with the futures sped department.

Ms. Lee presents on DCA. Planned 2 weeks before shelter in place. Instructions for online login and began tailoring programs. Weekly assessments. Students are receiving lots of support; one on ones are available. Sending home schedules for weekly assignments and what is required. Engage parents as team members.

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Dr. Ellingberg presents on OCA. Using Achieve, Zoom, and Khan Academy. 1 assignment a day, 1 quiz a week, 1 test a week. Teachers do 2 zoom meetings weekly. Mirroring Ms. Lee's schedule.

Hanley brings up the concern of grading policy. Forrester says she has been working on the grading policy with Flores and Ms. Villa. Online learning will persist for a while. It would be useful to pull together a report around the end of June on what we have learned and what we need to improve on. What kind of professional development would be helpful. What kind of technology do we need. How do we move forward? Thinking systematically.

Quiroz thanks and commends all on creating a community on honoring hard work.

8.0 Meeting Adjourned

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. *SPECIAL PRESENTATIONS MAY BE MADE.* Notice is hereby given that; consistent with the requirements of the *Ralph Brown Open Meeting Act*, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only. *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 the Amethod Public School Inc., 2101 Livingston Street Second Floor. Oakland, CA 94606; telephone, (510) 434-7017 ext.117 info@amethodschools.org *FOR MORE INFORMATION* For more information concerning this agenda, please contact Luis Romo at lromo@amethodschools.org

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RICHMOND CA 94804-3772

Account Number: [REDACTED]
Inquiries Number: 866-364-3317
Refund Amount: \$71543.52
Check Issue Date: 02/04/2023
Check Number: [REDACTED]
Source System: ERATE
Office ID:

E-RATE RAPS
APPL - 211000401
FRN # 2199006834
AMETHOD PUBLIC SCHOOLS



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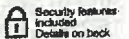


70-2322/719
JPMorgan Chase Bank, N.A.
Chicago, IL

02/04/2023

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\$71543.52



SEVENTY ONE THOUSAND FIVE HUNDRED FORTY THREE AND 52/100

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ORDER OF 2101 Livingston Street
OAKLAND CA 94608

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[Signature]

AUTHORIZED SIGNATURE

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Coversheet

Chief Academic Officer Instructional Update- Richmond Charter Academy (RCA)

Section:	V. Discussion
Item:	C. Chief Academic Officer Instructional Update- Richmond Charter Academy (RCA)
Purpose:	Discuss
Submitted by:	
Related Material:	CAO Update.pptx

CAO Update

04-20-2023



RCA Update

RCA: Update

- RCA Leadership Change
 - March 10, 2023
- Testing currently underway for RCA
 - Preliminary ELA Data

Richmond Charter Academy

	WINTER 2022-2023 ACHIEVEMENT				SPRING 2022-2023 ACHIEVEMENT				
Grade	Median Percentile	Achievement Percentiles			Median Percentile	Achievement Percentiles			Number of Students ¹
Grade 6	20th	50%	31%	12% 7%	30th	36%	30%	26% 5 3	74
Grade 7	21st	49%	21%	17% 11% 2	23rd	45%	28%	20% 6 1	71

RCA: Update

- ❑ Student Campus Destruction is down
- ❑ Student behaviors have improved
- ❑ Staff accountability and involvement is Up

- I. Leadership, Shared Responsibility, and Professional Collaboration
- II. Intentional Practices for Improving Instruction
- III. Student-Specific Supports and Instruction to All Students
- IV. School Climate and Culture

Full data update will be available at the May board meeting.

Coversheet

Chief Executive Officer Report

Section:	V. Discussion
Item:	D. Chief Executive Officer Report
Purpose:	Discuss
Submitted by:	
Related Material:	Unidos Grant (1).pdf OCHS - OUSD Annual Visit Presentation (1).pptx OCA 22-23 OUSD Site Visit.pdf DCA 3_21_23 OUSD Charter School Office Visit.pdf AMPS_ Slide BJE NWEA Scores- Wing.pptx CEO April. 2023.pptx



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**UnidosUS
CASA**

GRANT AND DATA SHARING AGREEMENT

March 9, 2023

Evelia Villa
Chief Executive Officer
AMPS
1450 Marina Way South
Richmond, CA 94804

Dear Evelia:

UnidosUS is pleased to award the fixed obligation grant described below to AMPS (the “Grantee”) subject to the following terms and conditions:

ARTICLE I. DESCRIPTION OF GRANT

Grantee: AMPS
(510) 436-0172

Amount of Grant: \$8,000

Participants: 30 students

Name of Project (the “Project”): *CASA*

Purpose of Grant: Implementation of *CASA* program

Commencement Date: March 2023

Termination Date: August 2023

Programmatic Contact: Malcolm McArthur
Title: Site Director/Principal
E-mail: mmcarthur@amethodschools.org

UnidosUS Contact: Cindy Zavala
Title: Education Program Manager
E-mail: czavala@unidosus.org

ARTICLE II. GENERAL CONDITIONS

1. **Purpose.** The fixed obligation grant (“Grant”) will be used solely for the purposes described in this agreement, substantially in accordance with the program activities and budget set forth in ***Appendix A*** (“Grant Purposes”), and in accordance with the data and reporting agreements set forth in ***Appendix B***, both of which are hereby incorporated into this Agreement by reference, under the terms and conditions set forth in this agreement.
2. **Funding Source and Availability of Funds.** This agreement is funded through UnidosUS’s agreement with **Clorox** (the “Funder”). Disbursement of funds is contingent upon availability of funds from the Funder, satisfactory progress of the Project and its continued relevance to the Funder’s strategic objectives. Disbursement of total committed amount is contingent upon the Funder’s commitment to fund the total estimated costs approved in the agreement with UnidosUS.
3. **Code of Ethics.** UnidosUS believes in conducting its work with integrity, fairness and in accordance with the highest ethical standards and is committed to providing a safe, harassment-free environment for its staff, partners and beneficiaries. The Grantee is encouraged to make every effort to promote such an environment in its workplace. In particular, in accepting this agreement the Grantee acknowledges the following:
 - ***Safety:*** UnidosUS strives to create a culture within the organization that prioritizes the safety and security of all of its beneficiaries. By signing this agreement, the Grantee also commits to ensuring the safety and security of all project beneficiaries. To that end, UnidosUS may require that appropriate insurance policies be held to protect all beneficiaries in the event of an accident.
 - ***Prohibition of Discrimination:*** The Grantee shall comply with all requirements imposed by or pursuant to the regulations of Title VI of the Civil Rights Act of 1964 and shall specifically ensure that no person in the United States shall on the grounds of race, color, religion, national origin, and handicapping condition or disability be excluded from participation under any program or activity made possible by or resulting from this contract. The Grantee shall also comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR 60).
 - ***Misconduct:*** Failure of the organization or any of its staff to meet the conditions of this clause may result in immediate suspension of the Grant.
4. **Fixed Obligation Grant Conditions.** In no case may Grant funds be used for any of the following purposes:
 - a) To sub-grant, re-grant or subcontract to another organization;
 - b) To award grants to any individuals for foreign travel;

- c) To purchase any property/equipment with unit cost of \$5,000 or more and a useful life of one year or more;
5. Payment Schedule. Subject to the terms and conditions of this agreement, payments will be disbursed to the Grantee within 30 days of notification of the successful completion of each milestone, which is then certified by UnidosUS program manager, as specified in *Appendix A*; provided that the Grantee has signed this agreement, and completed the UnidosUS specified form indicating the name and address of the bank and the account number to which the money should be remitted.
6. Grant Administration Fee. The Grantee agrees to pay a Program Partner Grant Administration Fee in the amount of \$500 for UnidosUS Affiliates or \$800 for non-Affiliates, for grant awards of \$10,000 and above. The Grant Administration Fee is used to offset UnidosUS's support and administration of the grant and will be deducted from the grant's first disbursement of funds. Failure to pay the Grant Administration Fee will result in the termination of the agreement.
7. Reporting. The Grantee will, throughout the grant period, submit to UnidosUS notification of successful accomplishment of each milestone/objective along with any required evidence and certification that the activities were completed as per the above provision. During the grant period, UnidosUS may also require Grantee to provide certain reports on an annual basis. In addition, a full financial accounting of the receipt and disbursement of all Grant funds by the Grantee and a final program report of the use of such funds as of the effective date of termination will be submitted to UnidosUS within 30 days of the of the Grant termination date or termination of this agreement, whichever comes first. The final program report will include major accomplishments, specific outcomes and learnings. Final program report templates and instructions will be sent electronically.
8. Recordkeeping. Grantee shall maintain records of receipts and expenditures of the Grant funds, as well as copies of reports submitted to UnidosUS, and records must be kept for at least five years following completion of such receipts and expenditures. Grantee's books and records are to be made available for UnidosUS's inspection at reasonable times. UnidosUS retains the right to monitor and conduct a review of operations under this agreement. Such evaluation may include site visits by UnidosUS staff to review program and financial records pertaining to Grant activity.
9. Required Notification. The Grantee shall provide UnidosUS with immediate written notification of any inability to expend the Grant funds for the Grant Purposes.
10. Data Collection. The Grantee is responsible for the collection of data pertaining to all beneficiaries participating in the Project. UnidosUS will provide specific written instruction on data collection requirements and the Grantee will be responsible for providing complete and accurate data on a timely basis to UnidosUS for the duration of this agreement. In addition, the Grantee agrees to cooperate fully and as needed with any

external evaluator that may be hired by UnidosUS for the purposes of determining the Project's impact.

11. Marketing and Communication. UnidosUS will provide a Branding Strategy or Marketing Plan, which is hereby incorporated by reference and to which the Grantee shall comply. In all funding credits and references related to the Program, grantor acknowledgement should be noted as UnidosUS. The Grantee will seek permission from UnidosUS to use the Funder's logo on any marketing material.
12. Intellectual Property. UnidosUS shall own all rights, title, ownership, and interest (including all copyrights, publication and display rights, and all rights of electronic communication and transmission) of any kind in all works prepared and delivered by either UnidosUS or the Grantee under this agreement.
13. Charitable Purposes. The Grantee represents and warrants that use of Grant funds will at all times be wholly consistent with the Grant Purposes and that no Grant funds will be used for lobbying, political activity, private benefit or in any way inconsistent with UnidosUS' purposes and legal duties as a Section 501(c)(3) tax-exempt organization pursuant to the Internal Revenue Code.
14. Use of Funds. The Grantee agrees to i) expend all grant funds by the Maturity Date; ii) use funds only for activities and professional services approved under the Agreement; and iii) maintain proper documentation of expenses associated with this grant, and maintain such records for a period of at least five years after the Agreement's termination. Any unexpended funds received in relation to this award must be returned to UnidosUS upon termination of the award. Any funds not yet expended and not yet received by Grantee in relation to this award are deobligated by UnidosUS upon termination of this agreement. UnidosUS retains the right to monitor and conduct a review of operations and expenditures under this Agreement. Such review may include site visits by UnidosUS staff to review program and financial records pertaining to grant activity, as needed. The Grantee agrees to comply with such requests as requested.
15. Termination of Agreement.
 - a) Termination for Material Breach. Either party may terminate this agreement within 15 days' written notice if (i) the other party fails to adhere to the terms and conditions of this Agreement or it becomes clear that milestones/objectives are not likely to be completed to satisfaction and the other party does not cure such failure within a period of thirty (30) calendar days after receipt of written notice from the party specifying such failure; or (ii) the other party has breached a representation or warranty as provided herein.
 - b) Termination by UnidosUS. UnidosUS may terminate this agreement by providing 15 days written notice to the Grantee if: (i) the Funder instructs UnidosUS to

terminate or suspend the agreement; (ii) the Grantee becomes insolvent; or (iii) the Funder discontinues funding for UnidosUS.

- c) Effect of Termination. Upon termination, any portion of Grant funds disbursed to the Grantee that remain unexpended shall be returned immediately to UnidosUS and any obligation of UnidosUS to fund any additional installments shall terminate.
- 16. Integrated Agreement. This Agreement (including any Attachments attached hereto) constitutes the entire understanding and agreement between UnidosUS and the Grantee with respect to its subject matter and supersedes and terminates all prior agreements and understandings between the parties with respect to the specific subject matter hereof, either oral or written, between the parties other than as set forth herein. This agreement and may only be amended or modified by a written agreement signed by both parties.
- 17. Representations and Warranties. The Grantee represents and warrants that: (a) it shall comply with all applicable laws, regulations, and the requirements of any governmental, municipal, statutory, or regulatory authority, including United States laws, regulations, and administrative orders relating to this agreement and performance of the obligations herein; (b) it shall exercise due care and act in good faith at all times in performance of its obligations under this agreement; (c) it possesses all right, power and authority to enter into this agreement; and (d) all publications described under the Grant Purposes shall be original works of Grantee, and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of a third party. The provisions of this section shall survive any termination or expiration of this agreement.
- 18. Indemnification. Each entity remains solely responsible and liable for its respective claims, debts, obligations, and liabilities. Each entity hereby agrees to indemnify, defend, and hold harmless the other party with respect to any loss, claim, liability, or cost defending the same (including reasonable attorney fees and expenses), arising out of or caused by (a) the negligence, omissions, or willful misconduct of the other party and its directors, officers, members, agents, affiliates, employees, or agents; (b) the other party's breach of this agreement, or any covenants, representations or warranties herein; or (c) any infringement of the intellectual property rights of a third party including patent, copyright, trademark, trade secret, or other proprietary right by the other party.
- 19. No Right of Assignment or Delegation. The Grantee may not assign or otherwise transfer (whether by operation of law or otherwise) its rights or delegate any funds or its obligations under this agreement without prior written approval from UnidosUS.
- 20. Governing Law. This agreement shall be governed and construed in accordance with the laws of the District of Columbia. Grantee hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the District of Columbia in connection with any matters arising out of this agreement and to waive any objection to the propriety or convenience of venue in such courts.

ARTICLE III. SPECIAL CONDITIONS

- a. **Provision of Training and Technical Assistance.** UnidosUS will provide training to the Grantee to increase the capacity of the Grantee to provide the products/services described in an agreed-upon outcomes plan to be jointly developed. UnidosUS will also conduct site visits to monitor Grantee progress in carrying out the Project, review Project outcomes, and provide individualized capacity-building assistance as needed. Technical assistance will be specified in a separate Technical Assistance Plan, which will be developed on an as-needed basis.

This document will serve as an agreement between UnidosUS and the Grantee. If the Grantee agrees to the terms stipulated in this agreement, please sign in the space provided below and return one copy to UnidosUS.

UnidosUS

By: Elizabeth Zamudio Date: March 10, 2023

Elizabeth Zamudio
Vice President, Education
UnidosUS

GRANTEE ACCEPTANCE

The Grantee accepts the above-described document on the terms and conditions set forth in the foregoing agreement, and agrees to perform its responsibilities under it.

AMPS

By: Evelia Villa Date: 3/10/2023

Evelia Villa
Chief Executive Officer
AMPS

APPENDIX A—PROJECT DESCRIPTION

For this grant, the Grantee will take the lead role in locally implementing the *CASA* program, including outreach, recruitment, assessment, training, case management, program implementation, data collection and reporting.

Scope of Work:

The CASA Program is designed as a three-month cohort model for high school youth. Students are enrolled based on selection criteria established by the Affiliate within the parameters of serving the youth population targeted by UnidosUS. CASA uses culturally responsive materials and learning strategies to develop four core competences: educational attainment, civic engagement, leadership development and foundational skills. The CASA curriculum builds skills and understanding in each of these areas through a series of 45-90-minute lessons with approximately 10 modules delivered sequentially over three months.

Grant Period

The six-month grant period (March- August 2023) includes time for planning; training; recruitment and selection; implementation; and reporting. Each grantee will create a scope and sequence aligned with local academic and program calendars during CASA training.

Youth Participants

The participants will be a cohort of at least 30 students.

CASA is designed for implementation with high school youth. Characteristics of the target population include but are not limited to youth who are Latino, low-income, first-generation college students, and English Learners (ELs).

Program Components

The *CASA* participants must participate in program sessions, case management and experiential learning activities.

Culturally Responsive Curriculum: The CASA curriculum provides students the opportunity to explore the topics of leadership, self-awareness, and college success skills in structured and supported ways. Students will conduct a community walk (this can be done virtually) and use the culturally relevant service-learning cycle to	Professional Development Opportunities: CASA students will have the opportunity to practice their leadership skills firsthand through organizing a service-learning project via small groups, in which students will carry out the following roles: managing budgets, surveying their community and collecting data, collaborating with a	Experiential learning activities: CASA instructors can complement classroom learning with experiential learning activities with a focus on personal development and college success skills. These types of activities include, but are not limited to community service, cohort activities, etc. All students are provided the opportunity to
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create a culminating signature project.	community partner, creating a marketing campaign, and presenting their findings.	partake in experiential learning activities outside of the program session meetings (for example the Community Walk).
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Programmatic Checkpoints

Please note that moving forward, UnidosUS will have the following programmatic check-points with the Grantee:

- | | |
|---|------------|
| ○ Pre-Training Welcome Webinar | March 2023 |
| ○ Instructor Training | April 2023 |
| ○ Initial pulse check | May 2023 |
| ○ Pre-program surveys due & <i>Optional check-in call</i> | June 2023 |
| ○ Program report and post-program survey due & Second pulse check | July 2023 |

Milestones will be used as the basis for grant disbursements:

March-April 2023	First subgrant installment of \$6,000 is disbursed upon receipt of MOU, Electronic Payment Form and W-9
July-August 2023	Final subgrant installment of \$2,000 is disbursed upon receipt of final-program report and post-program student surveys

APPENDIX B – DATA AND REPORTING AGREEMENT

Section 1: Purpose of Agreement

This agreement establishes the terms and conditions under which UnidosUS and AMPS [referred to throughout this agreement as “grantee”] can acquire and use data from the other party. Either party may be a provider of data to the other, or a recipient of data from the other.

UnidosUS has shifted toward being a data-driven organization and relies heavily on grantees to report accurate program data. This data allows UnidosUS and the grantee to measure the impact they are having through the program and share best practices and areas for improvement with the grantee network. Additionally, the data provided by grantees enables UnidosUS to report program success to our generous funders, which increases the likelihood of additional funding.

Section 2: Duration of Agreement

The grantee will partner with UnidosUS to implement the curriculum with fidelity and submit reports regarding activities executed and participant outcomes. For reporting, UnidosUS will request the submission of information and data from each grantee.

This agreement will commence at midnight the date of full agreement execution of the present Agreement (located on page 4). This agreement will remain in place for the duration of the *CASA* 2023 grant contract and reporting period and as long as UnidosUS has granted your organization access to the data.

Section 3: Description of Data

UnidosUS will collect demographic and key performance indicator information from instructors/facilitators to assess the quality and effectiveness of training.

Section 3.a: Program-Level Data

UnidosUS will request the submission of program and curriculum implementation information, and participant data from each selected grantee. *CASA* program staff are responsible for completing grant reports and must register for Quickbase and complete the reports and their appendices via Quickbase.

Requested data includes but is not limited to:

- Program model & program staffing changes
- Cohort start & end dates
- Curriculum feedback
- Outreach, enrollment & assessment strategies
- Best practices & challenges
- Requests for support from UnidosUS
- Participant success stories
- Budget update (upload)
- Other information, as requested

Section 3.b: Participant-Level Data

Additionally, *CASA* program staff will be required to submit a roster of participant names with other participant-level information. Facilitators will receive a blank template to fill and upload to a UnidosUS Quickbase site. An UnidosUS Program Manager will provide login credentials and access to the site for up to two program staff and/or administrator contacts. It is the grantee's responsibility to make sure no one else has access to this folder as it contains sensitive and personally identifiable information (PII).

- Participant rosters and individual-level participant data includes but is not limited to:
 - First Name and Last Name
 - Date of birth

- Email address
- Gender
- Race, ethnicity and sexual orientation
- Highest level of education
- Program start and end dates

In addition, participants will be required to complete pre and post program surveys that will ask about their demographics, attitudes, perceptions, and key performance indicators. UnidosUS will provide instructions and support for tracking and collecting the necessary data and administering the pre- and post, and follow up program surveys.

Section 3.c: Technical Assistance and Professional Development Data

Program Managers will also collect instructor/facilitator demographic, education, and other data via training surveys that will also be kept confidential and securely stored.

Additional implementation data on technical assistance, professional development, and program fidelity may be collected by the *CASA* Program Manager via phone calls and site visits and will also be kept confidential and will be securely stored.

Section 4: Data Access

With participant consent, UnidosUS will share individualized student and application data, as well as aggregated data, both program-wide and site-specific, with grantees for ongoing technical assistance and program improvement. The grantee may request access to aggregated survey data and report data specific to the grantee.

All data transferred to the grantee by UnidosUS remains the property of UnidosUS and shall be returned to UnidosUS upon termination of the grant agreement. Data transferred pursuant to the terms of this MOU shall be utilized solely for the purposes set forth in the “Purpose” outlined in this Reporting and Data Sharing Agreement.

The grantee will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from the data provider without prior approval from the data provider.

Any third party granted access to data, as permitted under the condition that UnidosUS must provide prior approval, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party before data will be released.

Section 5: Confidentiality and Data Security

The confidentiality of the data pertaining to individuals will be protected as follows:

1. When participant consent is denied, neither UnidosUS nor the grantee shall release the names of individuals or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals.
2. *CASA* post-training surveys collect feedback information from participants regarding curriculum, instructor, and training delivery feedback at an individual level. In order to encourage honest reviews of a trainee's experience within *CASA*, no individual-level course and instructor feedback will be provided to grantees. However, feedback will be made available to grantees at an aggregated level.
3. Both UnidosUS and the grantee shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

Data containing individual names and other Personal Identifying Information (PII) shall be transferred via encrypted mechanisms. It is the responsibility of the sender to ensure that the method is secure and that they have the correct contact details for the receiver. UnidosUS and the grantee will store data on secured servers. Access to disaggregated and PII data shall be password protected. Information will be shared on a strict need to know basis only and the data will only be processed by staff in order for them to perform their duties in accordance with one or more of the defined purposes. UnidosUS will limit access to disaggregated and PII data to the *CASA* Program Manager, their supervisor, and UnidosUS Data Management staff. Under no circumstances should personal data be processed in any way that is unsecure or left unattended.

Section 6: Agreement Modification

This Agreement may not be modified or amended except in writing signed by the parties. No term or condition of this Agreement will be deemed to have been waived except in writing by the party charged with waiver. A waiver shall operate only as to the specific term or condition waived and will not constitute a waiver for the future or act on anything other than that which is specifically waived.

UnidosUS and the grantee agree to meet the aforementioned terms and conditions.

AMPS OAKLAND CHARTER HIGH SCHOOL



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Office of Charter Schools

OUSD Annual Visit

Welcome to Oakland Charter High School
April 13, 2023

Today's Schedule

8:30-9:10 am Discussion with school leadership

- **Site Director – Mr. McArthur**
- **Dean of Students – Ms. Rocha Rocha**
- **Instructional Leadership Team**
 - **Mr. Hayes**
 - **Dr. Martin**
 - **Mr. Dickson**
 - **Mrs. Van Buren**
- **Guidance Team**
 - **Ms. Moorhead**

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9:10-9:50 am Classroom visits

- **HELA 10 – Mrs. Sandoval**
- **APUSH – Mr. Notro**
- **Creative Tech – Ms. Chong**
- **Geophysical Science - Mrs. Mohamed**

9:50-10:00 am Debrief with school leadership

AMPS *Ac* OAKLAND CHARTER
HIGH SCHOOL

The OCHS Mission

To provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

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HIGH SCHOOL

Current Accolades - US News Rankings

Oakland Charter High School continues to be highly ranked (by US News rankings) as of 2022. Schools are ranked on their performance on state-required tests, graduation and how well they prepare students for college.

- #397 in National rankings
- #50 in California rankings
- #8 in SF Bay Area rankings
- #98 in National Charter High School rankings

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HIGH SCHOOL**

OCHS INSTRUCTIONAL PRIORITIES

Math/Science

SECOND SEMESTER- OUR ACTION PLANS		
Algebra/Geo Physical Science	Geometry/Biology	Algebra 2/Chemistry & Creative Tech
<p>Co-planning and designing lessons that are aligned to the standards with increasing depth of knowledge as the units or lesson progresses.</p> <p>Teachers are utilizing small group instruction to ask strategic probing questions and maximize time on task and student accountability.</p> <p>Teacher utilizing the lesson plan and classroom observation feedback to adjust when presenting materials to the students.</p>	<p>Content and series of learning include additional online resources.</p> <p>Instructional outcomes and monitoring is closely discussed during PLC.</p> <p>Consistent feedback with students to design differentiated instruction, checks for understanding during the lesson activities with proactive questioning for relevancy and mastery.</p>	<p>Plan lessons using formative and summative data. Monitor pacing within the lessons.</p> <p>Students asking themselves and other students, higher order thinking questions that explain, analyze, classify, compare, evaluate, represent or synthesize the content.</p> <p>Students demonstrating through their actions and/or comments that they understand the content using the Levels of Blooms (application, analysis and evaluate)</p>

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HIGH SCHOOL

OCHS INSTRUCTIONAL PRIORITIES

ELA/Social Science (History)

SECOND SEMESTER- OUR ACTION PLANS

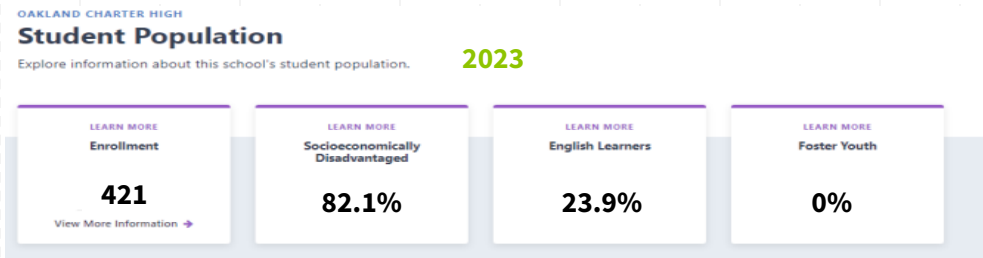
Honors ELA 9/World Geography	Honors ELA 10/World History	Honors ELA 11/US History
<p>Teachers are being provided professional development to ensure knowledge of content and support with designing a series of learning experiences move students beyond their current grade level.</p> <p>Consistent feedback with students to design differentiated instruction, checks for understanding during the lesson activities.</p>	<p>ELA teachers exposing the students to SBAC writing rubric during the pre-assessment to bring awareness of expectations moving forward.</p> <p>Teachers requiring students to their strategies and annotating throughout the reading selection to strengthen their comprehension before creating their open-ended responses.</p>	<p>Teachers providing lessons and assessment strategies to increase student stamina and motivation. Establish a testing environment of urgency and accuracy.</p> <p>Increasing purposeful data talks by providing rapid feedback on formative and summative data points.</p> <p>Increasing evidence based instructional practices that require “How and Why” responses</p>

OCHS Data and Student Supports (All)

As demonstrated by NWEA benchmark and SBAC results for the past three years, we see that the Performance Task, selected response, and constructed response is an area that professional development is needed for teachers. To address this challenge, teachers are participating in best practice activities during PLC including within the lesson cycle as units progress.

We are also increasing parent/guardian contact regarding student performance and academic goals. Focuses students at the beginning and throughout the lesson, by clearly stating and explaining to students: What they are learning? Why it is important? What mastery looks like?

Makes lesson adjustments using data gathered from checks for understanding, when mastery is not evident. Use multiple strategies, questioning techniques, and academic language to emphasize key concepts. Uses a variety of high order questions and suggestions that push students beyond initial thinking.



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HIGH SCHOOL

OCHS Data and Student Supports (EL)

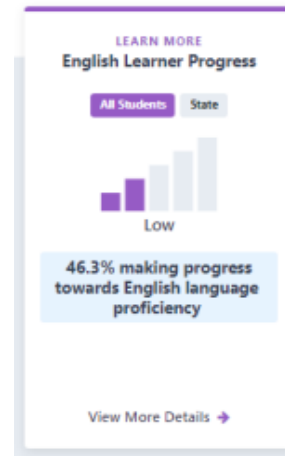
OCHS Campus Wide Achievement Target: Planning lessons based on the performances and achievement gaps of the targeting bubble students to close the gap between assessment bands.

OCHS Campus Wide Achievement Target: Differentiated instruction & small-group instruction utilizing performance data to increase achievement performance.

Our master schedule included an advisory period to assist students needing additional academic and social emotional support during the school day. To support our English Language learners, daily ELD and campus-wide (integrated) instruction within all classes.

Student surveys and grade data continue to show that our ELL students and other sub-population have advanced in their acquisition of skills and language structures that allow them to experience success in core classes.

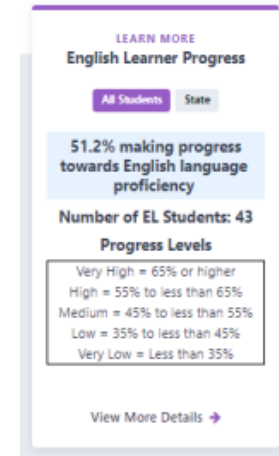
2022



2020 - 2021

Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard.

2019



AMPS  OAKLAND CHARTER
HIGH SCHOOL

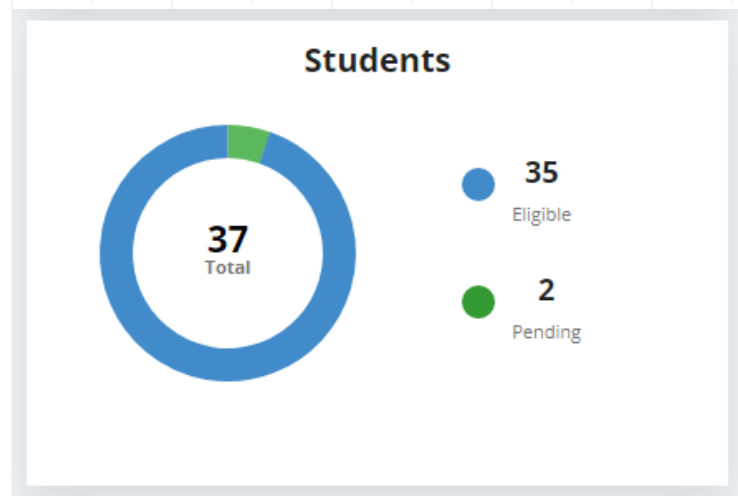
OCHS Data and Student Supports (SPED)

Teachers utilize Google Classroom as a resource and assignment collection. Within Google classroom, teachers provide instruction, lesson activities and tier intervention strategies based on student performance and achievement. Teachers provide visual and audio lectures asking probing questions, checks for understanding and implement lesson prompts reviewing common core standards.

Teachers have personalized and tiered learning to all students utilizing strategies listed within student's 504 and IEP plans. Teachers increased communication for one-on-one tutorial sessions for students needing additional assistance.

Teachers generate lessons targeting individual student responses not limited to lesson summaries, written discussion post, digital worksheets and etc....

Teachers ensure each lesson work sample meets all guidelines listed within the IEPs.



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HIGH SCHOOL**

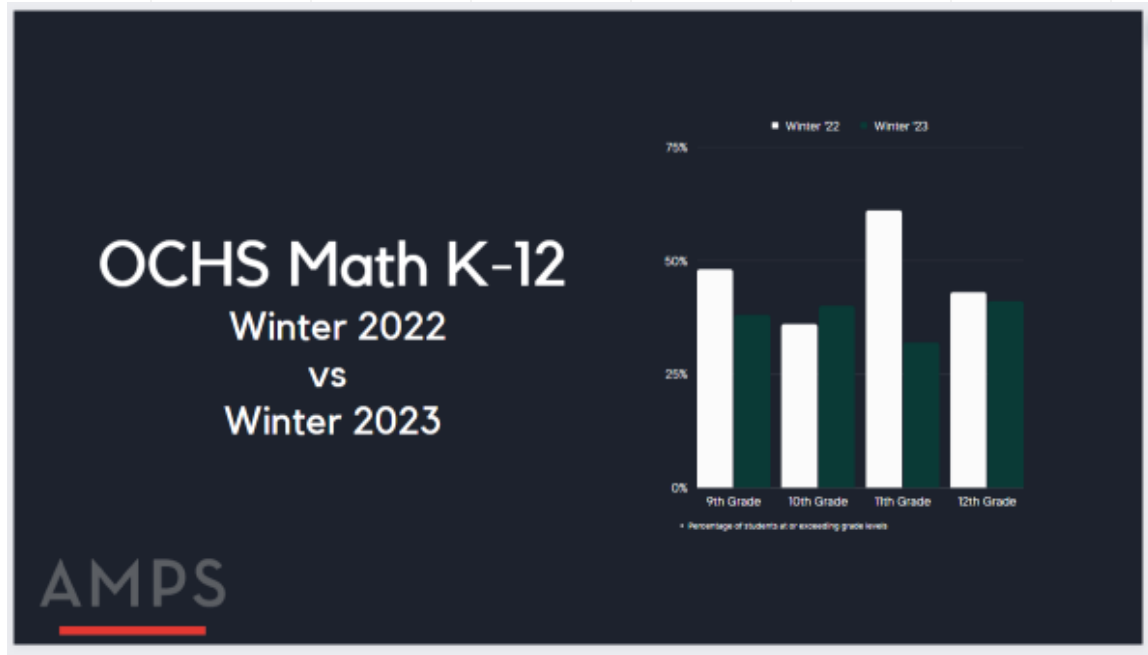
OCHS Data and Student Performance Trends

NWEA MAP assessment three times throughout the academic year to measure holistic campus and individual student growth.

The data collected within the NWEA MAP assessment determines the next steps for creating goals within a student's individual learning plans, instruction needs, interventions and professional development.

As the NWEA MAP data is analyzed, teachers and staff incorporate strategies for scaffolding lower performing standards into current lessons to improve mastery levels for student comprehension.

The NWEA MAP assessment also gives teachers the ability to also create tightly aligned informal standards-aligned assessments after each unit and use the results to compare student performance on CAASPP and ELPAC performance data.



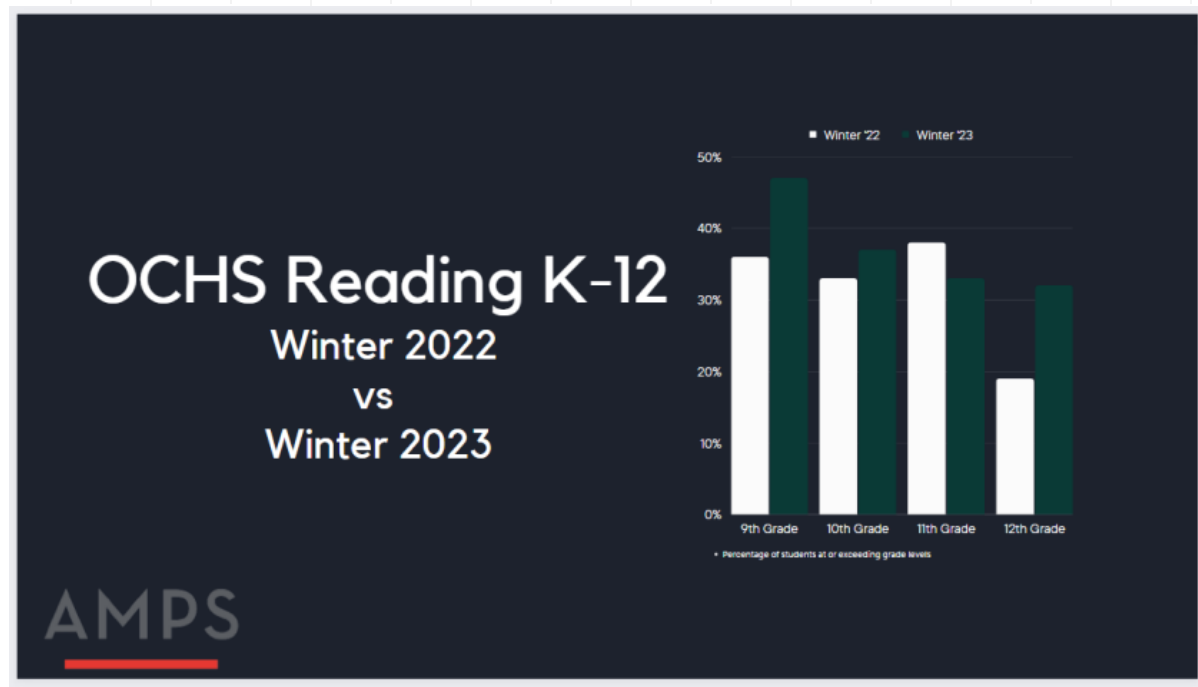
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OCHS Data and Student Performance Trends

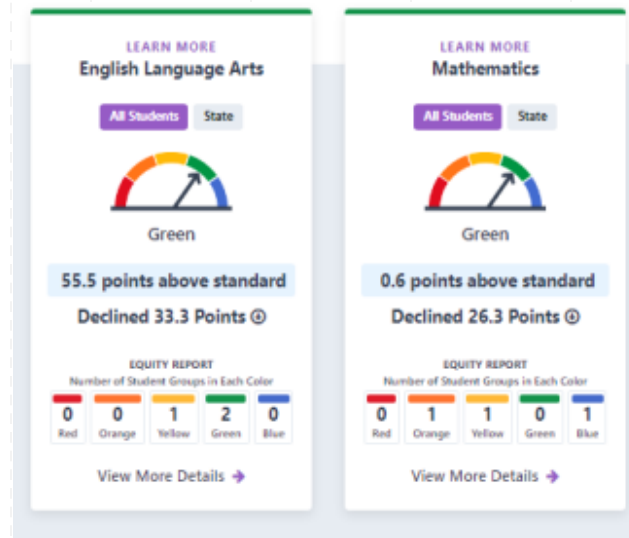
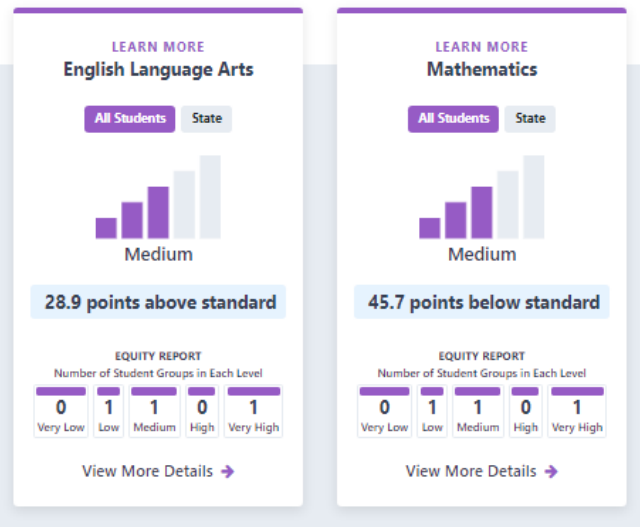
2022

“SBAC”

2019

2020 - 2021

Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard.



OCHS Data and Student Performance Trends

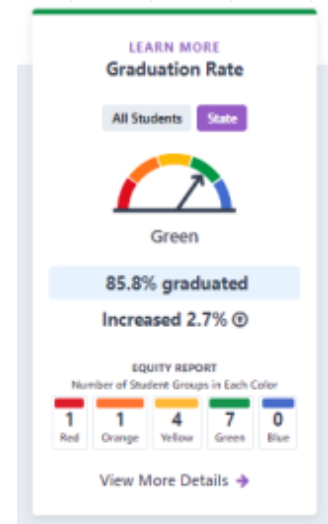
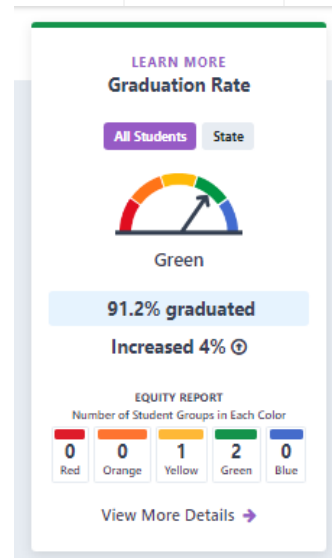
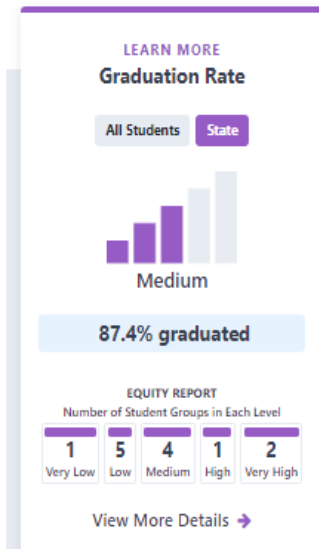
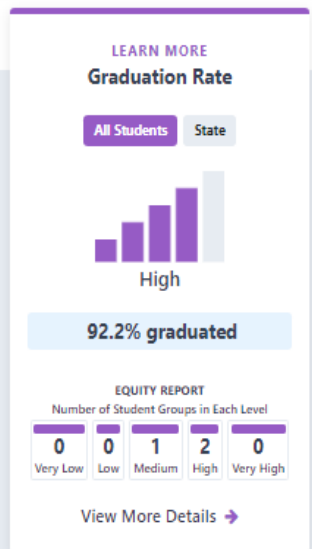
A-G Graduation

2022

2019

2020 - 2021

Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard.



Note: 2020-21 A-G rate was 95.5%

OCHS STAFFING AND TEACHER RETENTION

2022 - 2023

Current Openings

World History	August 2022
Algebra 2	January 2023
Ed.Specialist	Contracted
Dean of Instruction	October 2022
Paraprofessional	April 2023

2022 - 2023

Experience

Administration	20 yrs
Teachers/Paraprofessional:	
9	0-1 yrs
7	2-4 yrs
6	5-7 yrs
2	8-10yrs
1	10+ yrs

Supporting the OCHS Community

OCHS created clear and concise expectations for distance learning that included:

- Extended learning time
- Increased home communication (ParentSquare)
- Wellness counseling
- Continued college/career advising
- Advisory classes
- Peer tutoring - Link Crew
- Special education student supports
- English Learner student supports
- Increased Dual Credit (Peralta Colleges)

AMPS **OAKLAND CHARTER**
Ac **HIGH SCHOOL**

Building School Culture

Targeted Professional Development

- Academic Supports and Interventions
- Special Education
- Social Emotional Learning
- Project Based Instruction
- Advance Placement
- Differentiation in instruction
- Trauma sensitivity within the classroom
- Data Collection
- Instilling a Growth Mindset

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Glows

- Updated Classroom Technology Equipment
- Increasing Mental Health Supports and Social Emotional Learning
- Increased Community Outreach
- Increased Community Service (Campus Wide)
- Increased Afterschool Clubs and Groups
- Increased Parent conferences and announcements

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Opportunities

- MTSS Academic Intervention Program
- On-time Graduation
- Parent Involvement
- Closing the Achievement Gap (Post Pandemic Closure)

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Summer Learning at OCHS

- Summer Enrichment
- Dual Credit
- Credit Recovery Program
- College/Career Advising and Planning

HONOR HARD WORK™

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HIGH SCHOOL

OUSD Annual Site Visit

Welcome to Oakland Charter Academy!

March 28, 2023

AMPS

Powered by BoardOnTrack

HONOR HARD WORK

OAKLAND CHARTER



ACADEMY

Core Values

Honor Hard Work

1. Students First
2. Be Adaptable
3. Persevere
4. Take Responsibility
5. Commitment to Distinction

Glow

- Family Engagement
- Monthly School Wide Events
- ELD Support
- Intentional Academic Intervention
- Formalized Assessments
- Expanded and Improved Extracurriculars

Grows

- Recruiting, hiring, and retaining high quality staff
- Attendance
- ELD Support
- Community Partnerships

Instructional Priorities

01

Rigorous language acquisition for English Language Learners.

02

Relay aligned instructional practices across classrooms and grade levels.

03

Growth mindset building so that students are lifelong learners, thinking critically across content areas.

Student Services Robust Intervention Program

Family Partnerships

Special Education

Counseling

Tutoring

Student Lead Initiatives and Electives

MyPath Intervention Program

Homework Support

ELD Support

ELLs

Last year's intention: to create a program that leads to fluency and understanding of the English language across domains.

English Language Learners

Integrated and Designated Model 6th-8th
Teacher Intervention and Digital Instruction

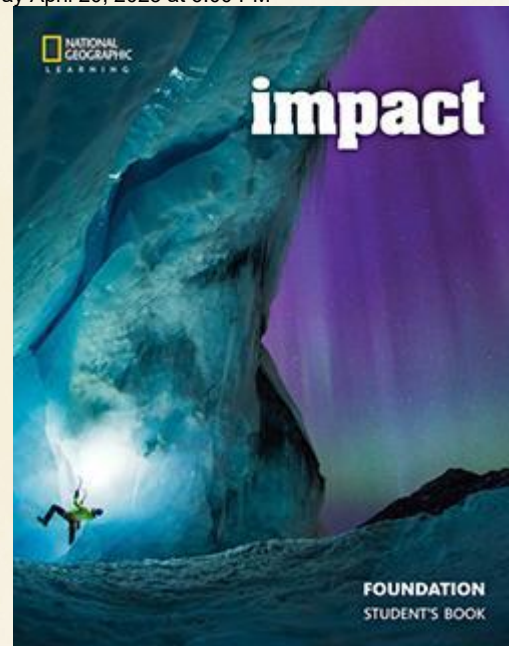
ELPAC Testing

Monitoring progress for ELs (Bi weekly benchmarks across domains)

Redesignated fluent students

Translation for students and parents

Majority bilingual staff reflecting our student population



66

9

Newcomers

English Language Learner Approach

Serving 119 ELLs

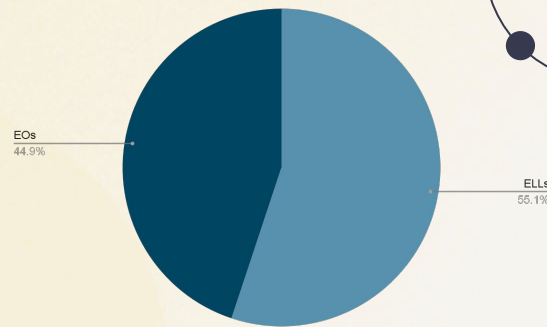
Integrated Program - Scheduled push in to ELA & History

Designated Program- Daily Advisory for highest need students based on ELPAC data,

Pull out in small groups, Intervention class based on maintaining academic rigor

Supplemental Curriculum based on student need (MyPath, Rosetta Stone, and Reading A-Z)

Celebrations of customs and experiences



117
Spanish

2
Arabic



NWEA

Last year's intention: to experience at least one grade level of growth in both math and reading for every student,

ELA

Oakland Charter Academy

	FALL 2022-2023 ACHIEVEMENT				
Grade	Median Percentile	Achievement Percentiles			Number of Students
Grade 6	18th	54%	20%	15% 7% 4%	71
Grade 7	19th	52%	33%	12% 1%	58
Grade 8	23rd	46%	36%	4% 12% 2%	67

Percentiles Key: ● 1st to 20th ● 21st to 40th ● 41st to 60th ● 61st to 80th ● >80th

ELA

Oakland Charter Academy

	WINTER 2022-2023 ACHIEVEMENT				
Grade	Median Percentile	Achievement Percentiles			Number of Students
Grade 6	19th	53%	28%	13% 6%	82
Grade 7	23rd	45%	39%	10% 3% 3%	64
Grade 8	23rd	49%	29%	10% 6% 6%	68

Percentiles Key: 1st to 20th 21st to 40th 41st to 60th 61st to 80th >80th

MATH

Oakland Charter Academy

	FALL 2022-2023 ACHIEVEMENT						
Grade	Median Percentile	Achievement Percentiles				Number of Students	
Grade 6	21st	50%	18%	17%	14%	1	77
Grade 7	25th	48%	28%	11%	11%	2	61
Grade 8	22nd	45%	27%	22%	6%		67

Percentiles Key: ● 1st to 20th ● 21st to 40th ● 41st to 60th ● 61st to 80th ● >80th

MATH

Oakland Charter Academy

	WINTER 2022-2023 ACHIEVEMENT					
Grade	Median Percentile	Achievement Percentiles			Number of Students	
Grade 6	22nd	47%	22%	21%	10%	82
Grade 7	25th	44%	23%	16%	16%	64
Grade 8	31st	37%	24%	23%	15%	68

Percentiles Key: ● 1st to 20th ● 21st to 40th ● 41st to 60th ● 61st to 80th ● >80th

Growth from Fall to Winter

Returning from the 2021/22 SY we noticed an urgent need to increase our student's academic understanding and performance, that inspired our [NWEA Data Intervention Plan](#) which lead to:

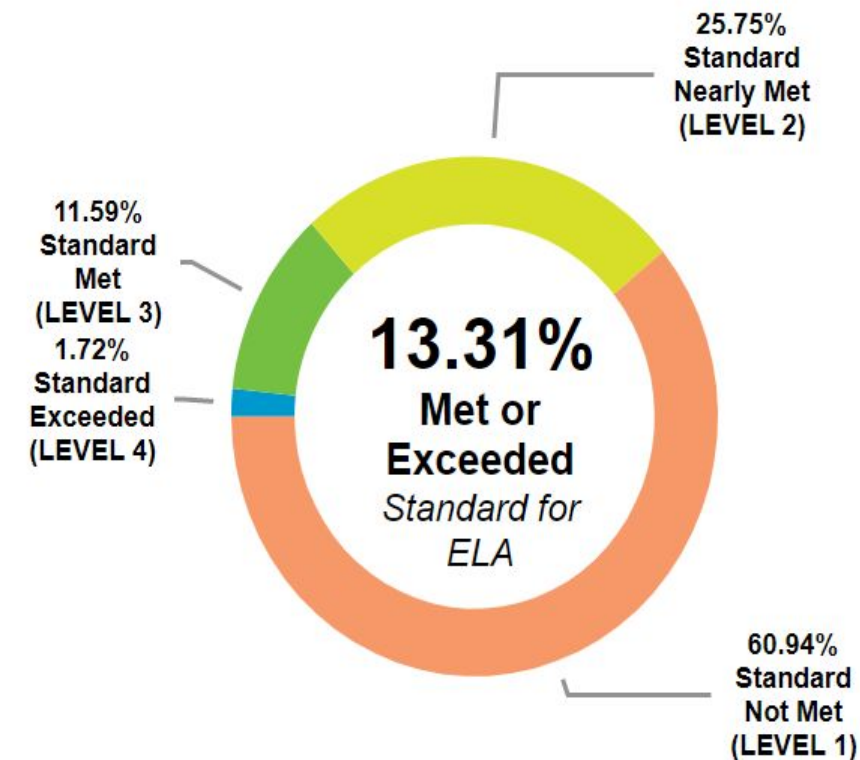
Average RIT growth from Fall to Winter by Grade Level and Content Area

Grade	Math	Reading
6th	5.87931	3.815385
7th	5.509804	4.264151
8th	2.636364	6.878788

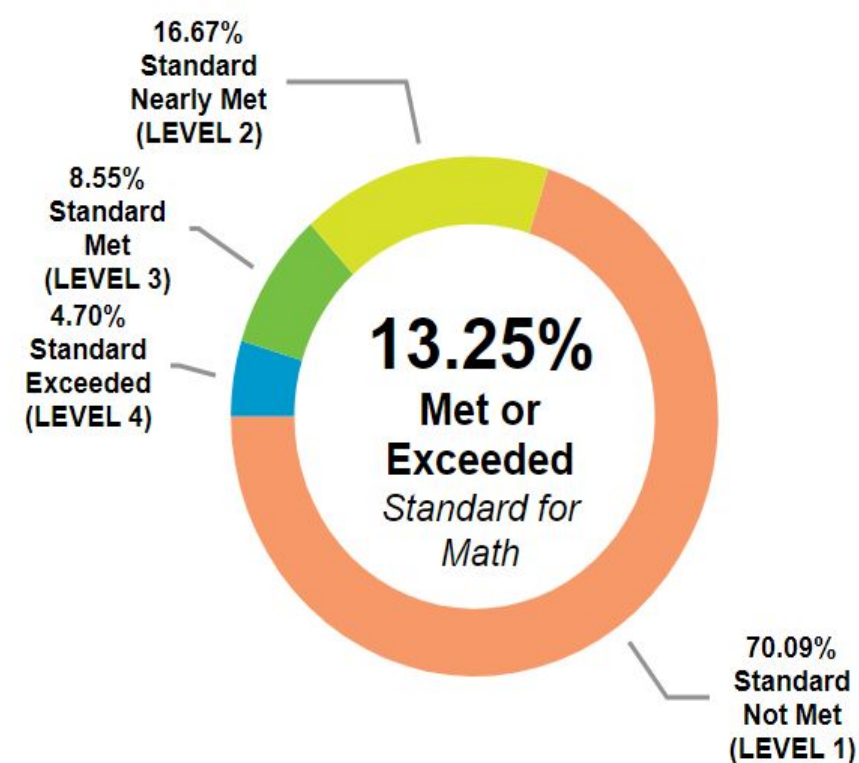
CAASPP

Last year's intention: to help students gain understanding of test taking practices and build confidence and stamina when encountering a standardized test.

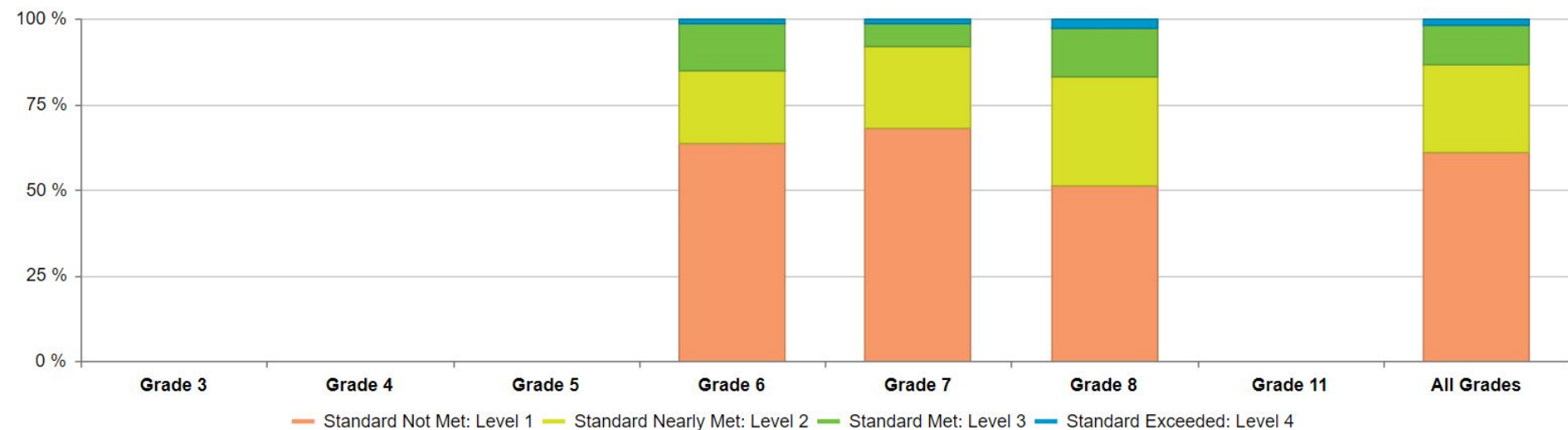
Percent of students within each achievement level



Percent of students within each achievement level



Achievement Level Distribution



Prioritization of Academic Rigor

Digital and Printed Curriculum for every student, 1-1 chromebook, every student that requests a take home laptop gets one

SCIENCE: FOSS Science for Middle Schools

HISTORY: History Alive! for Middle Schools

MATH: Desmos

ELA: Springboard

PE: As per California Department of Education Guidelines

Instructional Supports and Practices

Regular classroom observations and coaching Get Better Faster and Instructional Framework

Relay Graduate School of Education professional development series for teachers

- Using Exemplars to Guide Rigorous

- Analyzing Student Work February 24th, 2023

- Leveraging Mini-Lessons to Adjust

- Monitoring Student Work to Improve

- Using Student work As Instructional

Site and AMPS specific Professional Development,
Teacher - leader led Grade Level and Department Meetings

Actively Learn

Nearpod

Parent
Engagement

Last year's intention: to heal and reconnect with families following the pandemic.

Parent Engagement

Families back in school!

- Re-enrollment survey to gauge familial needs and goals
- Parent observations
- Data Drop In
- FST
- Volunteer and Participating at Monthly Events

Building familial knowledge:

- Increased frequency of family logins to Parentsquare (grade portal),
- and Kickboard (PBIS).

SPED

Last year's intention: to give high quality instruction and accommodations to all students.

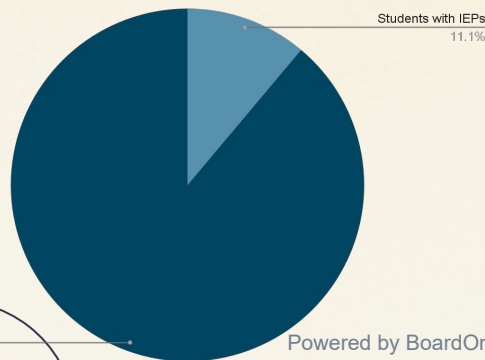
24

Students with IEPs

Special Education Update

Disability Classifications of Students with IEPs

Specific Learning Disability
Autism
Speech or Language Impairment
Other Health Impairment
Emotional Disturbance



Services Offered

Occupational Therapist
Credentialed School Counselor
Educational Specialist
Licensed Speech-Language
Pathologist
Licensed Psychologist

Powered by BoardOnTrack

SPED Goals

- Gauge progress through monitoring IEP goals (quarterly),
- Teacher and counselor observations and data (both social and academic),
- During triennials leaning on IEP team (School Psychologist and Ed Specialist to ensure assessments are given with fidelity),
- To exit students!

ASES

Last year's intention: to give students extra support and exposure to new opportunities and experiences.

After School Education and Safety Program (ASES)

After School Overview → Serving 157 students,
Monday-Friday until 6:00PM

Partnerships with community Organizations and teachers: OAL, Melrose Public Library, and Superstar Health.

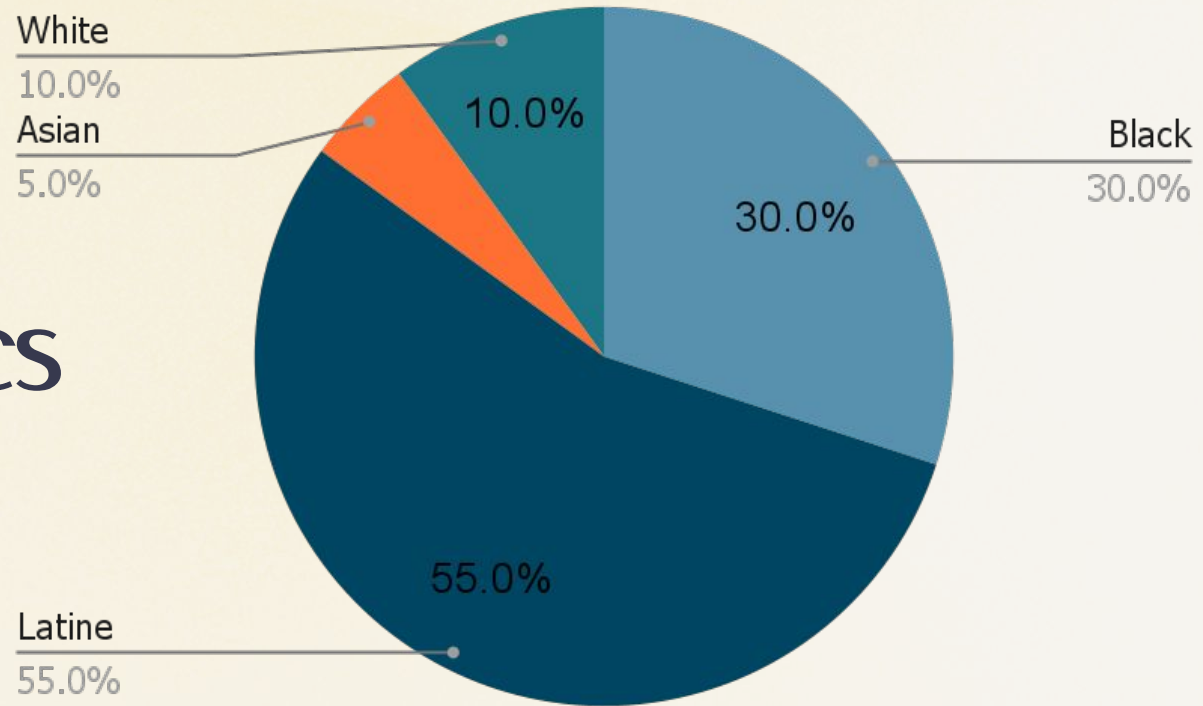
After School Offerings

Academic	tutoring, writing groups, student lead book clubs, coding, language, digital announcements
Arts	dance, music, drama, pottery, painting, shoe design, culinary class
Athletic	soccer, basketball, football, volleyball,
Regular field trips and outings to build upon and enrich the learning of our academic, art, and athletic learning.	

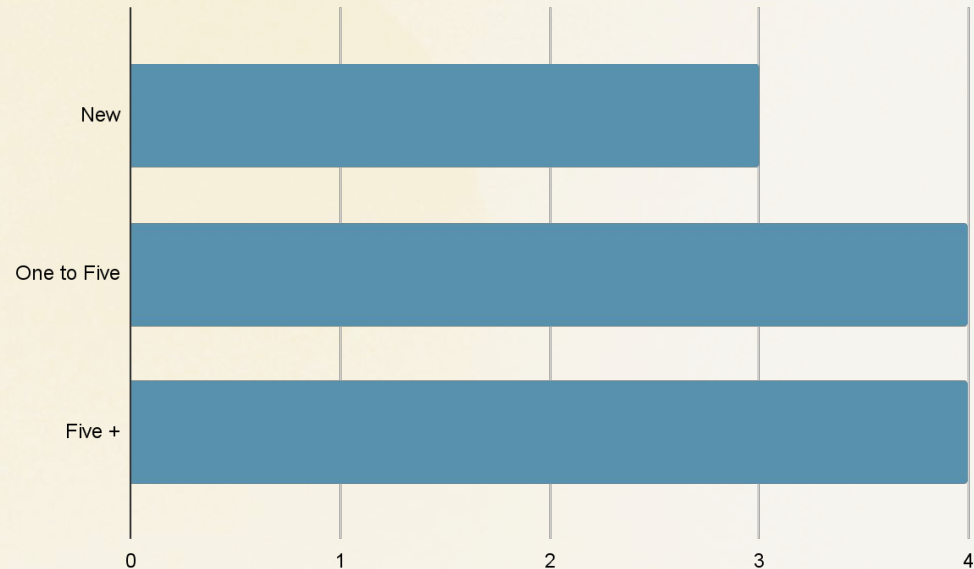
Staffing & Credentialing

Last year's intention: to hire high quality staff that reflects our student population.

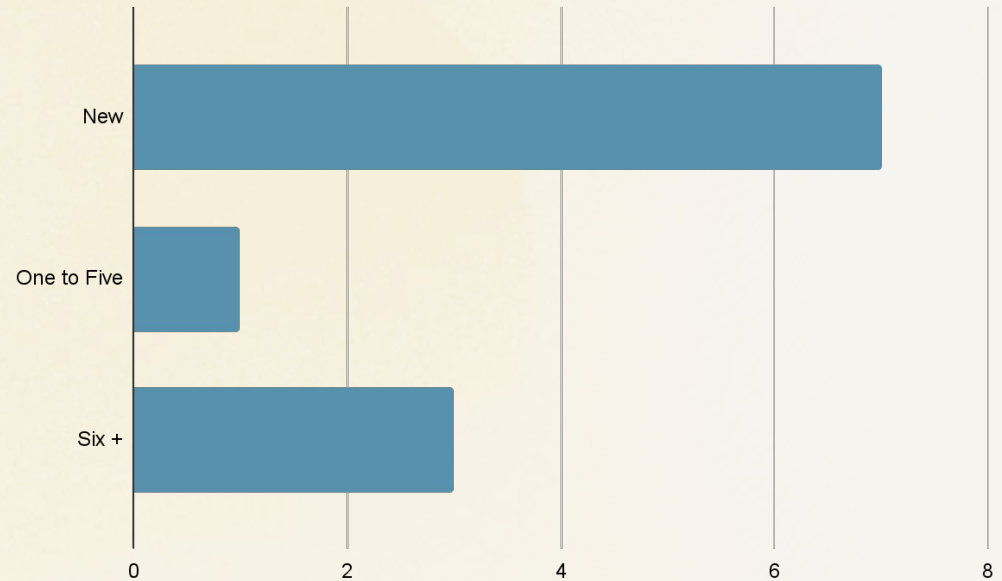
Racial Demographics of Staff



Years in Education of Teaching Staff*



Years with AMPS of Teaching Staff*



SEL

Last year's intention: to provide a space for healing and growth upon returning to in person learning.

- Individual and Group Counseling
- Weekly Advisory Circles
- Emphasis on restorative practices
- Second Step Social Emotional lessons for all students
- Cultural Awareness Series
- Incentive based behavioral goal setting

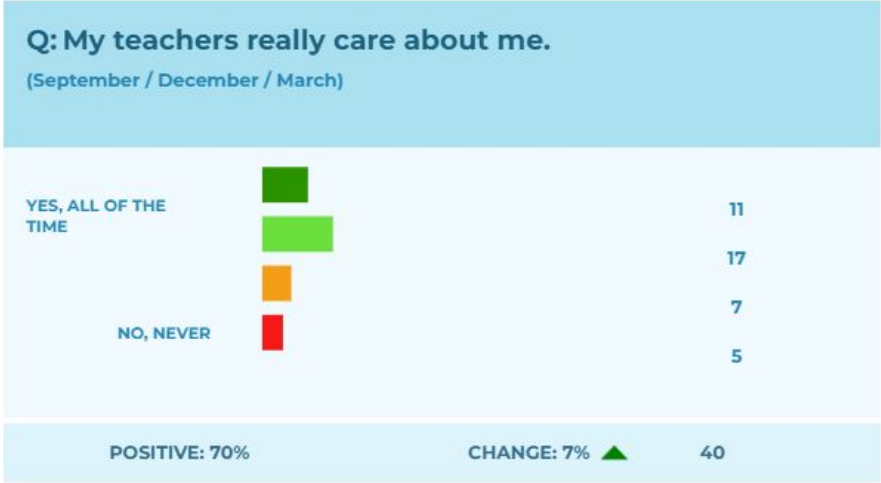
SECOND STEP® MIDDLE SCHOOL

A Lasting Foundation for Success

SCHOOL CLIMATE CATEGORIES

Student Support

Positive **69%** Change **10%** ▲



Student survey results from our PBIS Kickboard.

Self-Management

Positive **53%** Change **12%** ▲

Q: I stop and think before doing anything when I get angry.

(September / December / March)



POSITIVE: 45%

CHANGE: 7% ▲

40

Q: I keep trying even when I can't solve a problem easily.

(September / December / March)



POSITIVE: 60%

CHANGE: 16% ▲

40

Student survey results from our PBIS Kickboard.

SOCIAL EMOTIONAL LEARNING CATEGORIES

Self-Awareness

Positive **60%** Change **7%** ▲

Q: I understand my moods and feelings.

(September / December / March)



POSITIVE: 63%

CHANGE: 0%

40

Q: There are many things that I do well.

(September / December / March)



POSITIVE: 58%

CHANGE: 14% ▲

40

Student survey results from our PBIS Kickboard.

Thanks!

Any questions?

AMPS

HONOR HARD WORK

OAKLAND CHARTER



ACADEMY



OFFICE OF CHARTER SCHOOLS-USD

Downtown Charter Academy Welcomes you!
March 21, 2023

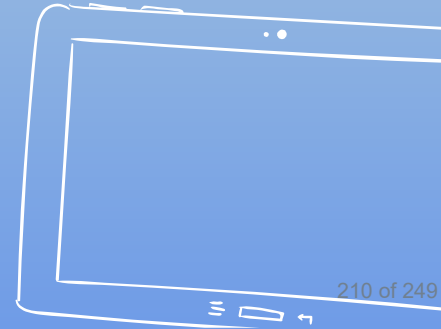


AMPS

HONOR HARD WORK



Powered by BoardOnTrack

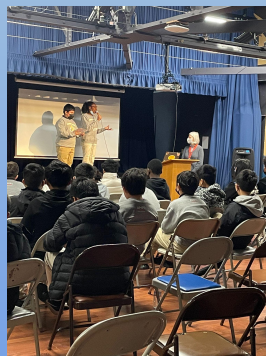


INSTRUCTIONAL PRIORITIES



SCHOOL EVENTS

BLACK HISTORY MONTH- The Bessie Coleman Paper Airplane Contest



STUDENTS CENTERED CULTURE

DATA DRIVEN → STUDENTS NEEDS → PRIORITIES AND
GOALS → STANDARD BASED LEARNING

INTERVENTION TOOL FOR ALL DISCIPLINES AND COLLEGE
READINESS

PRIORITY 1:

SECOND SEMESTER- RESETTNG OUR ACTION PLANS		
6TH GRADE	7TH GRADE	8TH GRADE
<p>Students will use academic vocabulary in appropriate context</p> <p>Academic discussions in complete sentences. (Model and provide speaking writing frames)</p> <p>Students will reflect on what they have learned</p> <p>Weekly WHY</p>	<p>Students will apply what they have learned:</p> <ul style="list-style-type: none"> -Plan project "Living in the Bay budget" -Deep reflection Connection and Application. During, or right after relevant project assignment -Do you feel more confident or not? -Specify in lesson plans, be aware of SEL, address what certain emotions feel/look like. 	<p>Provide choices: projects, tests, essays to showcase what they have learned in class- scaffold it: poster/webpage</p> <p>Alumni to talk about their experience how DCA/OCA helped them to prepare for HS/college</p> <p>Q+A for life and beyond</p> <p>ASES alumni volunteer program</p>

PRIORITY 2:

SECOND SEMESTER- RESETTING OUR ACTION PLANS		
6TH GRADE	7TH GRADE	8TH GRADE
-Hire student brick monitors to ensure that we are consistently giving out behavior rewards. Roll out stamp passports!	-SEL planning. Coordinate SEL lessons across homerooms to specifically address 7th grade issues -Incorporate self advocacy, confidence, risk taking, especially online -Use skits and real-life situations -Focus on confidence, positive self-affirmations. Use tiktok, clips, social media. Model in front of students. Persistence and repetition.	Earlier whistle@lunch--> Announce clean up--> Don't leave it until clean up is completed. Wednesday Homeroom check ins (switch up modalities) BRICK monitor job and/or end of class activity shoutouts ASES Gold star event/1 per month

PRIORITY 3:

SECOND SEMESTER- RESETTNG OUR ACTION PLANS		
6TH GRADE	7TH GRADE	8TH GRADE
<ul style="list-style-type: none"> -Schedule time for parent contact (Friday or other) Some reliable form of accountability -New Homerooms, reach out to all families in your HR 	<ul style="list-style-type: none"> -Create and easy system (automate?) for teachers to be consistent with Parent Square communications -Use zoom, videos to assist with language translation -Self reminders to reach 5 parents/week -Invite parents to Google classroom -Consult with newsletter club -Encourage parents to reach teachers with concerns 	<ul style="list-style-type: none"> -Greater focus on 5 parents/week via Parent Square during staff meetings Invite parents to Google Classroom ASAP -Add Parents to School Newsletter ASES-More opportunities for Fridays events-All parent school events, Spring Showcase-Invite non-ASES students to showcase their talents and interests

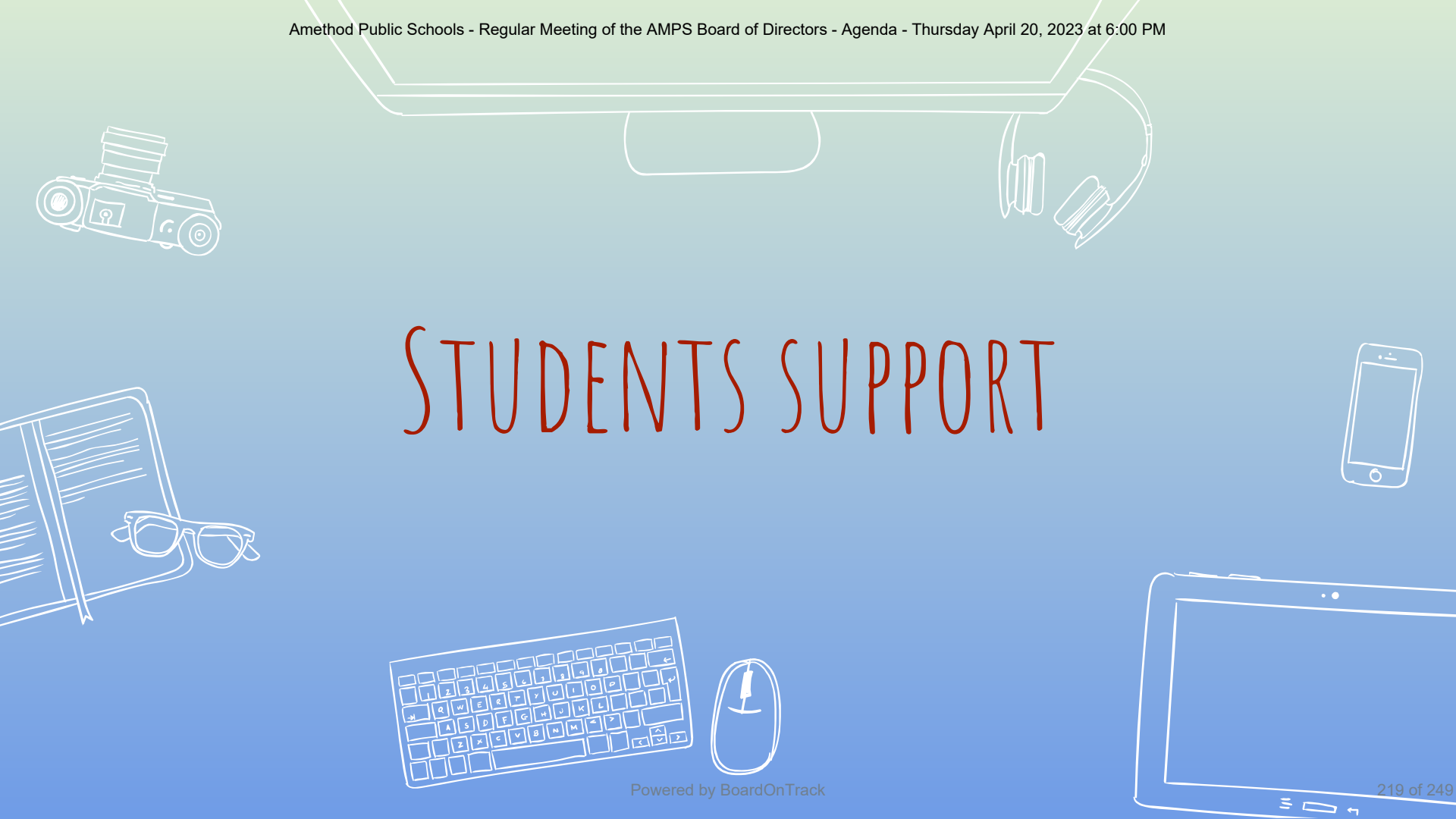
PRIORITY 4:

SECOND SEMESTER- RESETTNG OUR ACTION PLANS		
6TH GRADE	7TH GRADE	8TH GRADE
<p>Projecting Hapara during Independent work</p> <p>-Contact alumni to talk about the use of digital citizenship and personal experience with negative effects of irresponsible online behavior (your actions-Others actions)</p> <p>-</p>	<p>-Utilize a "Wall of Fame" for students who have correctly submitted assignments</p> <p>-Demonstrate how correctly submit assignments</p> <p>-In class and video recording; allocating different areas to teachers</p> <p>-Visual reminders and Bricks rewards w typing speed attached.</p> <p>-No games during school hours. Use Hapara</p> <p>-Assign after assignment task "send a professional email"</p>	<p>-Plan SEL activity (not training seminar) for instruction on using TO DO Function (among others) in G-classroom</p> <p>-Integrity focused SEL-Digital cheating</p> <p>-Find digital citizenship expect to do assembly on toxic online environment behaviors</p> <p>ASES_GC for extra assignment per grade (ask Cano)</p>

PARENT INPUT TO SCHOOL GOALS AND ACTION PLANS- SECOND SEMESTER

<p>College Readiness - Academic</p> <ul style="list-style-type: none">-visits to local colleges-summer opportunities for college classes-communicating support resourced to families (Khan Academy)	<p>School Culture and Student Behavior</p> <ul style="list-style-type: none">-student attitude & posture in class-opportunities for student leadership on campus (student government)
<p>Family Involvement</p> <ul style="list-style-type: none">-more activities like oral history day-opportunity for students to get to know each other's cultures-science fair-list of resources for summer activities/camps for middle schoolers	<p>Technology</p> <ul style="list-style-type: none">-more paper-based homework-finding balance w/ technology use & screen time

STUDENTS SUPPORT



Student Services-Robust Intervention Program

Special Education

Counseling

Tutoring

Homework Support

ELD Support



English Learners

Integrated and Designated Model 6th-8th

- ELPAC Testing

- Monitoring progress for EL and redesignated fluent students

- Translation for students and parents

 - English language foundations

 - Cultural register

 - Reading and Writing across the curriculum

 - Teacher Intervention and Digital Instruction

ENGLISH LEARNERS DEVELOPMENT

Serving 59 students

Integrated Program - Co-teaching with History Teachers
and Designated Program- Pull out in small groups

ELD Teaching Strategy/Skill of the Month: Basic note-taking strategies

1. Find out some of the strategies your students are already using for note-taking;
2. Show students how to jot down main ideas using key vocabulary, draw simple pictures, use abbreviations/shorthand, and/or create a personalized, color-coded system.
3. When you expect students to take notes, remember to give them time to do it and model how to do it

ELD Reading Program: 20-minutes-a-day reading program; weekly reading logs

Language Challenge: A monthly language contest by class

SPECIAL EDUCATION UPDATE

Serving 29 students

- **2 students exited** the program this year, with two additional in progress
- **3 students found newly eligible** for an IEP this year

Disability Classifications include

- Specific Learning Disability
- Autism
- Speech or Language Impairment
- Other Health Impairment
- Emotional Disturbance

SPECIAL EDUCATION SERVICES

Specialized Academic Instruction

- 2,925 minutes per week (26 students) as combination of push-in and pull-out for Math, English, and Study Skills

Related Services

Speech and Language Services

- 540 minutes per week (9 students) in small group pull-outs

Counseling and Guidance Services

- 315 minutes per week (8 students) in individual and small group pull-outs

1:1 Behavior Intervention Services

- 2,880 minutes per week (4 students) as push-in during core academic classes

Consult model

- Speech, Academic Skills, Occupational Therapy

TUTORING

All students performing below grade level receive small group tutoring in Math and/or English, in addition to SPED and ELD support.

AFTER SCHOOL OVERVIEW

Serving 157 students, Monday-Friday until 6:00PM

Partnerships with community Organizations and teachers: Get Empowered, UCB, Chess,

TUTORING	English and Math Small Groups
SOCIO-EMOTIONAL	Mindfulness, Yoga, Social Skills, Stress Management, Karate
PERFORMING ARTS	Dance, Drama, Violin, Music Production, Piano, Film, Guitar
PLASTIC ARTS	Painting, Live drawing, Scrapbook, BuJo Journaling
STEM	Coding, Robotics, 3D Printing, Animation
SPORTS	Basketball, Tennis, Volleyball
OTHER	School Newsletter

Core Values - *Honor Hard Work*

PBIS (Positive Behavioral Intervention and Supports)

BRICK:

Bravery - *Growth Mindset*

Respect

Integrity

Compassion

Kindness

BRICTUALS, NIGHT, NIGHT, WORKSHOPS(Digital citizenship, Field trips...

Academic Rigor- Digital and Printed Curriculum for every student

FIVE ACADEMIC CORE DISCIPLINES, 1 teacher/subject/grade

SCIENCE: FOSS Science for middle schools

HISTORY: History Alive! for Middle Schools

MATH: Illustrative Mathematics/Desmos

ELA: Springboard

PE: As per California Department of Education Guidelines

INSTRUCTION

Regular classroom Observations and coaching

Get Better Faster and Instructional Framework

TeachFX

Actively Learn

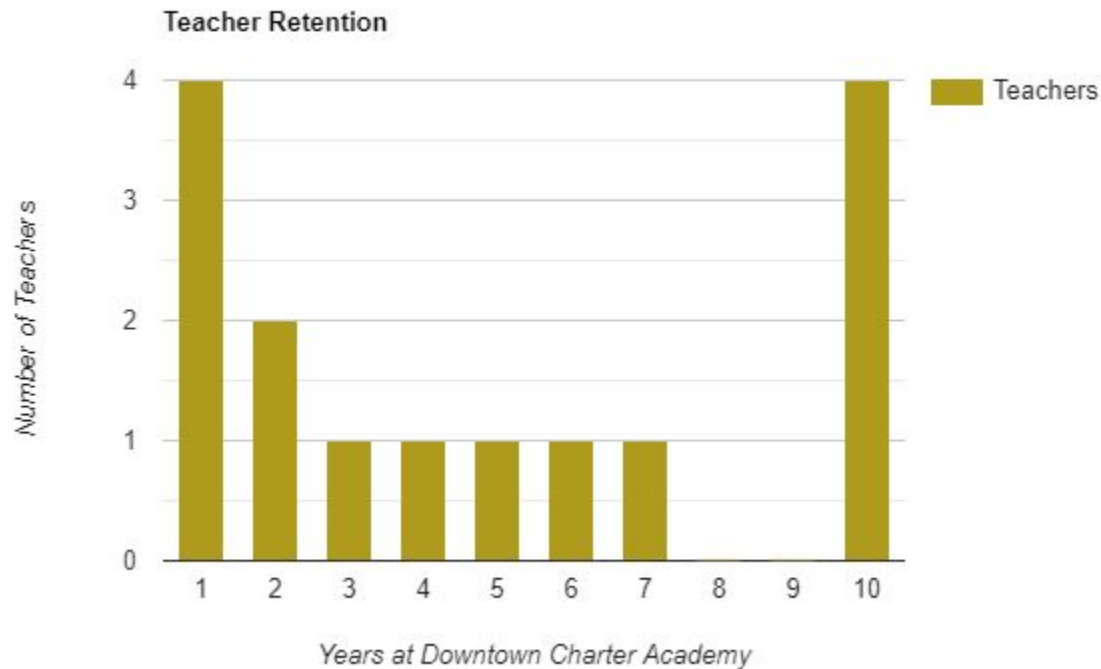
Nearpod

Ongoing Professional Development, Grade Level and Department Meetings

STAFFING AND TEACHER RECRUITMENT

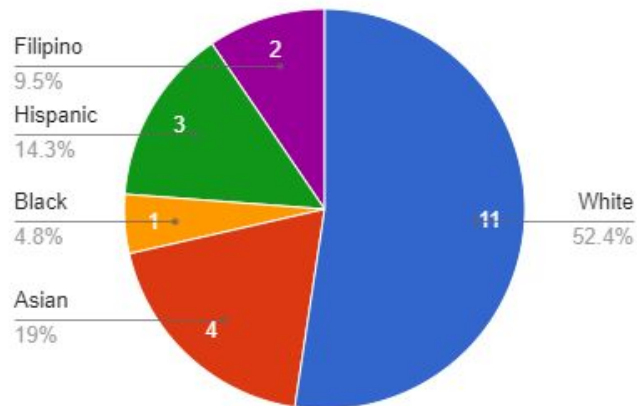


TEACHER RECRUITMENT AND RETENTION

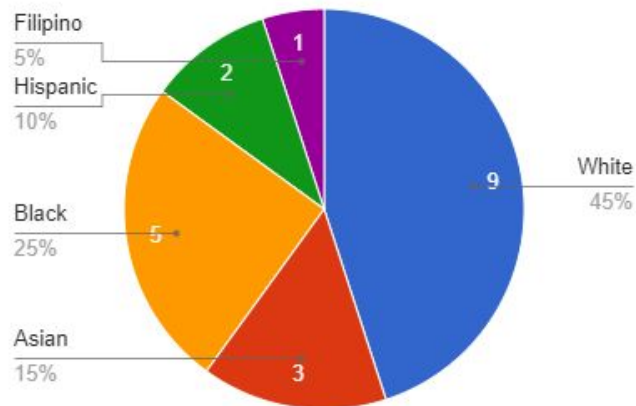


TEACHER/TUTOR DIVERSITY

2019-2020



2022-2023





TESTING DATA



G6 Grade 6 ELA Summative

Average Scale Score
for **74** results

2553 $\pm 12^{\circ}$

2021-2022

Student Score Distribution



64%

Exceeded Standard

26%

Met Standard

38%

Nearly Met Standard

21%

Did Not Meet Standard

15%

G6 Grade 6 Math Summative

Average Scale Score
for **74** results

2567 $\pm 11^{\circ}$

2021-2022

Student Score Distribution



53%

Exceeded Standard

41%

Met Standard

12%

Nearly Met Standard

31%

Did Not Meet Standard

16%

21-22 SBAC DATA

G7 Grade 7 ELA Summative

Average Scale Score
for **91** results

2589 $\pm 9^{\circ}$

2021-2022

Student Score Distribution



75%

Exceeded Standard

28%

Met Standard

47%

Nearly Met Standard

15%

Did Not Meet Standard

10%

G7 Grade 7 Math Summative

Average Scale Score
for **91** results

2600 $\pm 10^{\circ}$

2021-2022

Student Score Distribution



63%

Exceeded Standard

35%

Met Standard

28%

Nearly Met Standard

30%

Did Not Meet Standard

7%

G8 Grade 8 ELA Summative

Average Scale Score
for **102** results

2619 $\pm 8^{\circ}$

2021-2022

Student Score Distribution



72%

Exceeded Standard

31%

Met Standard

41%

Nearly Met Standard

22%

Did Not Meet Standard

6%

G8 Grade 8 Math Summative

Average Scale Score
for **102** results

2634 $\pm 11^{\circ}$

2021-2022

Student Score Distribution



67%

Exceeded Standard

42%

Met Standard

25%

Nearly Met Standard

21%

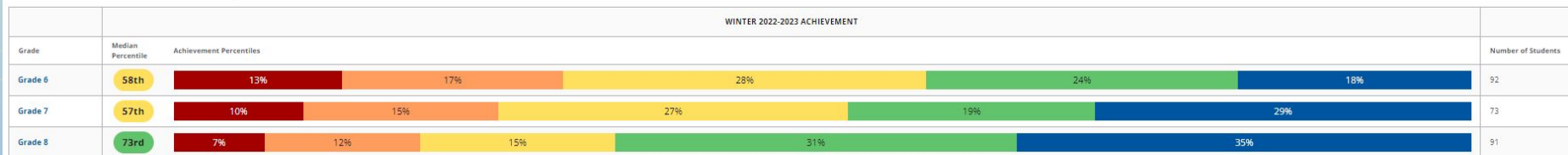
Did Not Meet Standard

12%

22-23 NWEA DATA

Math

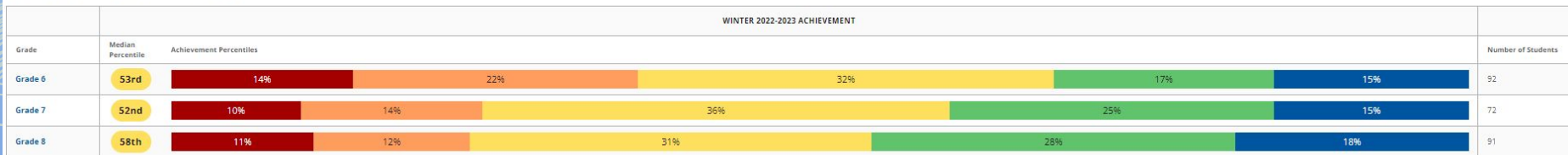
Downtown Charter Academy



Percentiles Key: 1st to 20th 21st to 40th 41st to 60th 61st to 80th >80th

Reading

Downtown Charter Academy

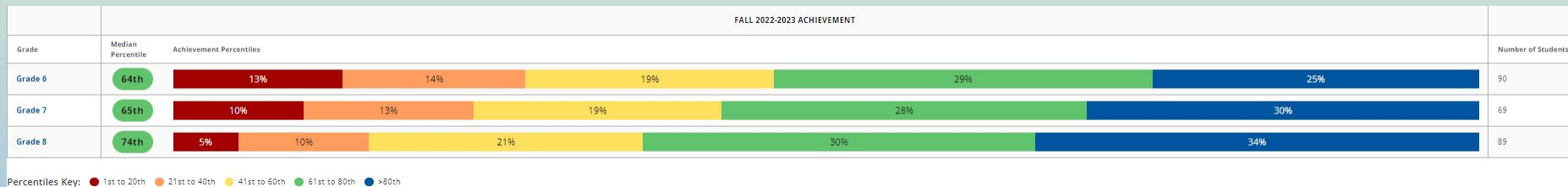


Percentiles Key: 1st to 20th 21st to 40th 41st to 60th 61st to 80th >80th

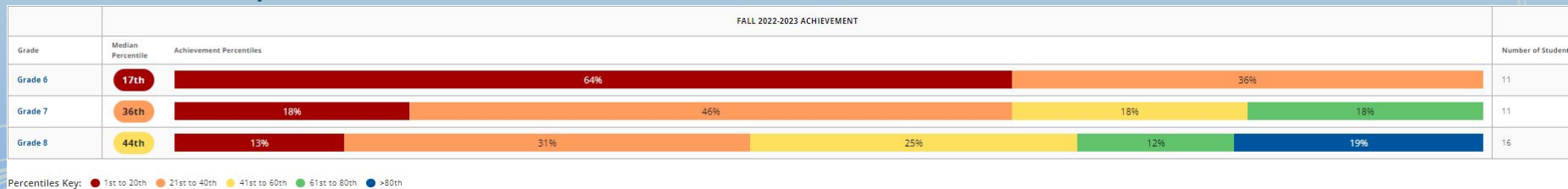
22-23 NWEA DATA

FOCUS ON HISPANIC/LATINX STUDENTS

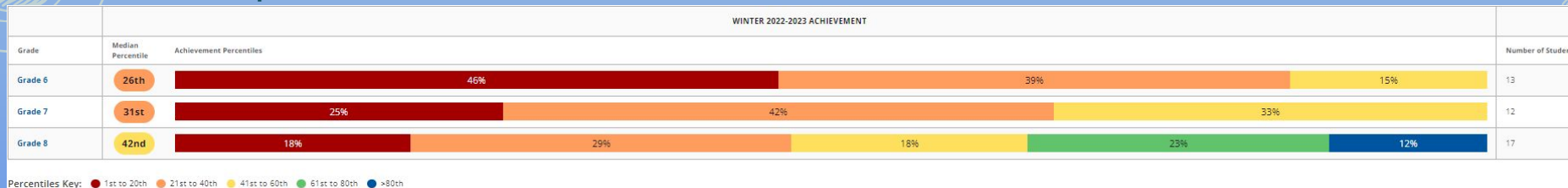
Math- Overall Fall 2022



Math- Hispanic/Latinx Fall 2022

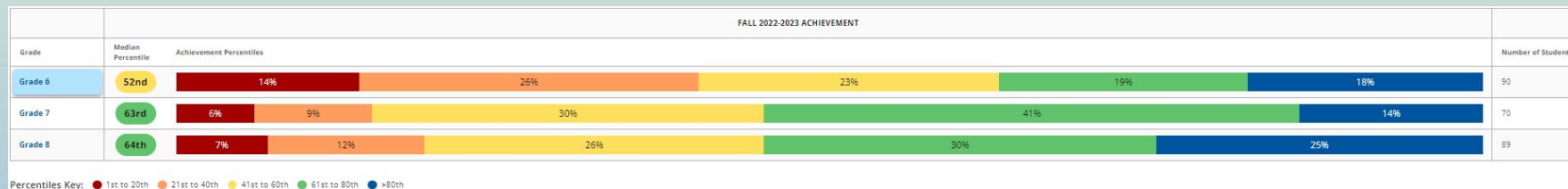


Math- Hispanic/Latinx Winter 2022

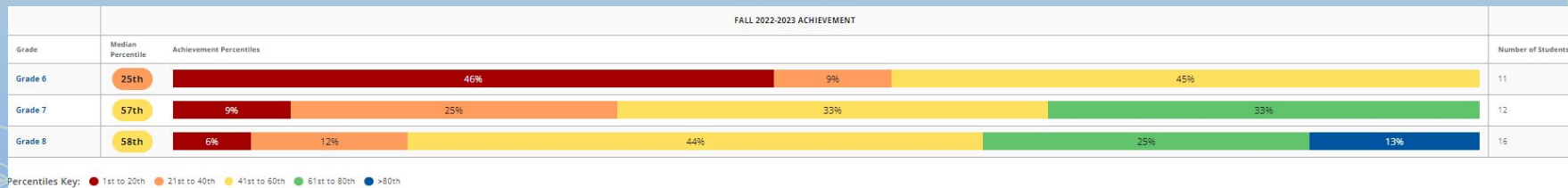


Reading- Overall Fall 2022

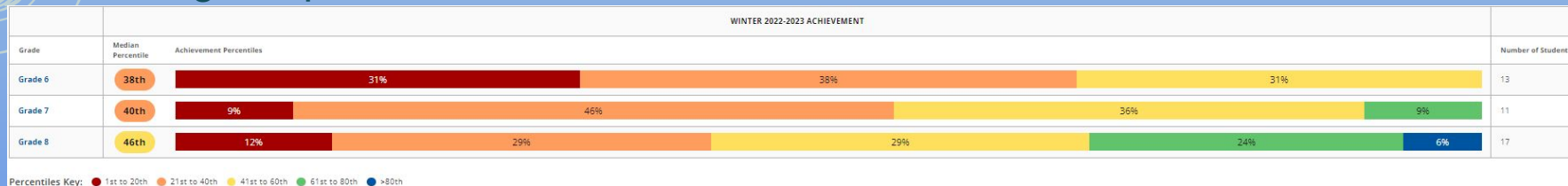
22-23 NWEA DATA FOCUS ON HISPANIC/LATINX STUDENTS



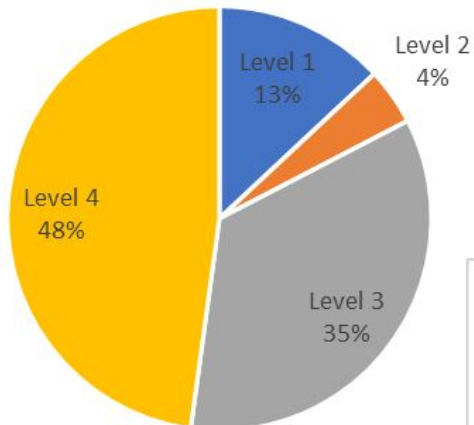
Reading- Hispanic/Latinx Fall 2022



Reading- Hispanic/Latinx Winter 2022

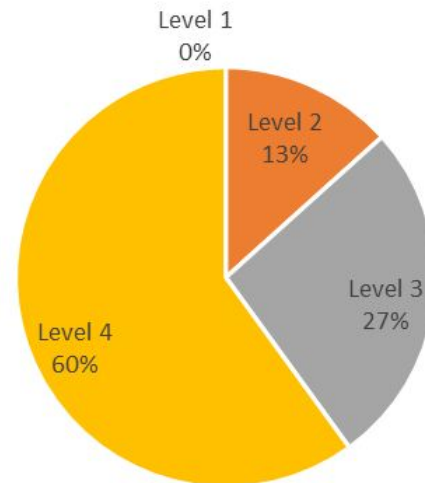


6 ELPAC Overall Performance

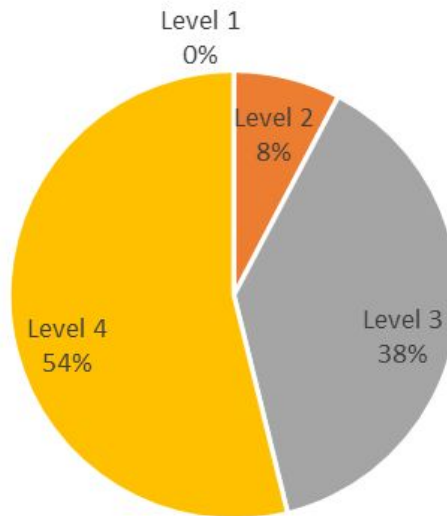


22-23 ELPAC DATA

7 ELPAC Overall Performance



8 ELPAC Overall Performance



English Learner Progress

All Students

State



Very High

86% making progress
towards English language
proficiency

Powered by BoardOnTrack

27%
EL→RFEP
2022-2023

Benito
Juarez
Elementary

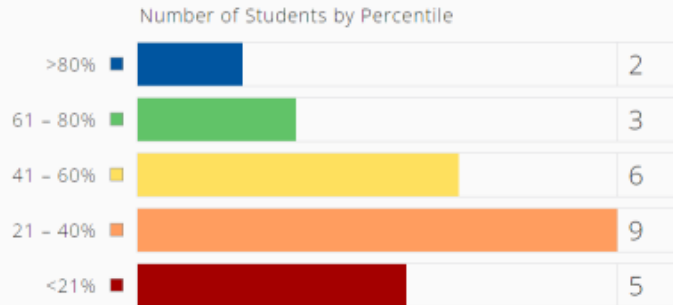
Winter ELA 2022

ACHIEVEMENT PERCENTILES

All 25 students have tested and have a score.

Expecting a different number? [Learn more about this data and test scores](#) ?

Most are below the mean (50th percentile).



COMPARISONS

Grade K

(25 students)

Class Average RIT: 142.3

Your grade K students have scores below the national average (146).

Median Percentile: 36

**Benito Juarez
Elementary**

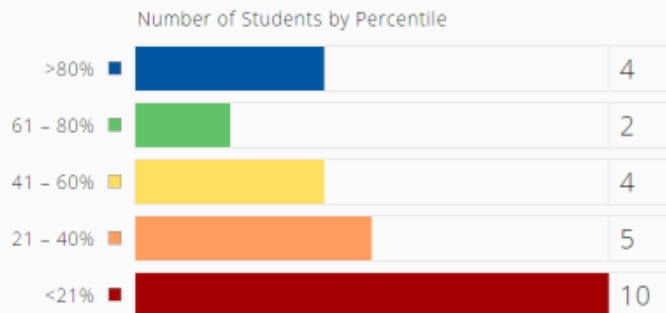
Spring ELA 2023

ACHIEVEMENT PERCENTILES

All 25 students have tested and have a score.

Expecting a different number? [Learn more about this data and test scores](#) ?

Most are below the mean (50th percentile).



COMPARISONS

Grade K
(25 students)

Class Average RIT: 148.9

Your grade K students have scores below the national average (153).

Median Percentile: 31

**Benito Juarez
Elementary**

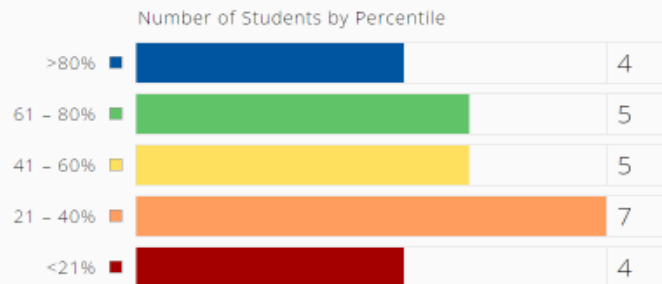
Winter MATH 2022

ACHIEVEMENT PERCENTILES

All 25 students have tested and have a score.

Expecting a different number? [Learn more about this data and test scores](#) ?

Most are below the mean (50th percentile).



COMPARISONS

Grade K
(25 students)

Class Average RIT: 149.4

Your grade K students have scores below the national average (150).

Median Percentile: 46

**Benito Juarez
Elementary**

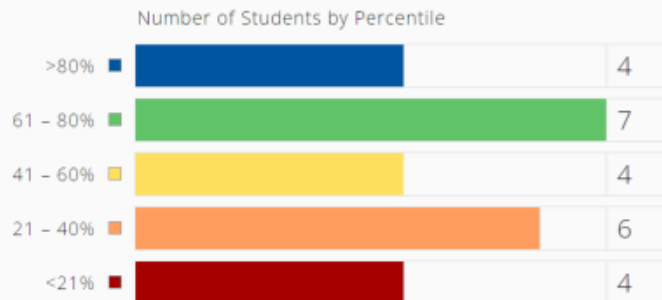
Spring MATH 2023

ACHIEVEMENT PERCENTILES

All 25 students have tested and have a score.

Expecting a different number? [Learn more about this data and test scores](#) ?

Most are at or above the mean (50th percentile).



COMPARISONS

Grade K

(25 students)

Class Average RIT: 158.4

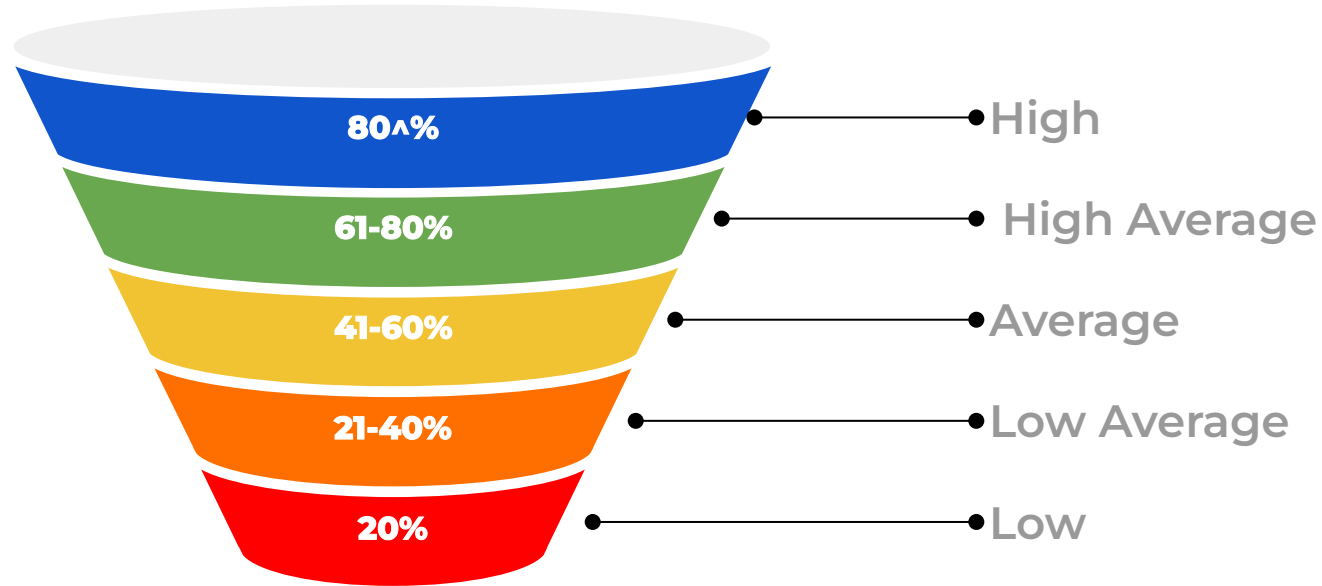
Your grade K students have scores above the national average (157).

Median Percentile: 50

Benito Juarez Elementary

- ELA shows an increase of 4.6% from Winter to Spring.
- Student ELA scores increased individually between 4% and 10%.
- An EL student showed an 8% increase in ELA. This is significant growth. In October this Student was speaking little to no English. Student is now speaking and understanding English.
- Math scores show an increase of 6% from Winter to Spring.
- Student Math scores increased individually between 4% and 10%. The highest individual increase being by 30%.
- **It is important to note national averages change from year to year.**

Average color codes



AMPS

HONOR HARD WORK

Attendance Enrollment

Enrollment and ADA:

	Current Enrollment	P2 ADA
BJE	492	90.58 %
DCA	258	97.42 %
JHHS	351	96.64 %
OCA	216	86.69%
OCHS	422	93.94 %
RCA	321	92.83%

AMPS

HONOR HARD WORK

Attendance Enrollment

23-24 Enrollment Applications

	23-24 Open Spaces	Submitted Applications	Confirmed New Student Registrations
BJE	80	482	83
DCA	163	177	108
JHHS	110	287	58
OCA	112	124	66
OCHS	148	258	83
RCA	110	245	89

AMPS

HONOR HARD WORK

- Ms. Wing -Kindergarten NWEA scores
- Recruitment Teacher Fairs
- Enrollment concerns
- Search -Chief Operating Officer
- Oakland Charter High-Unidos Clorax Grant
- Mountain Bike Team Update
- Downtown Charter NASA
- Spring Site Visits (*WCCUSD, State Board of Education and OUSD*)
- Graduations 2023 OCHS:

CEO Report

April 20th, 2023



AMPS

HONOR HARD WORK



Student events



AMPS

HONOR HARD WORK

DCA- NASA

