



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on July 15, 2025 at 11:01 AM PDT

Date and Time

Friday July 18, 2025 at 12:00 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 in the Home Office's Board Room 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:

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. Members of the public who are joining 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) 436-0172. 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			12:00 PM
A. Call the Meeting to Order		Rodolfo Ornelas	1 m
B. Record Attendance		Sally Li	1 m
C. Announcements			1 m
D. Approval of the Agenda	Vote	Rodolfo Ornelas	1 m
E. Public Comments on Non-Agenda Items			2 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. Consent			12:06 PM
A. Approval of 6/30/2025 Special Board Meeting Minutes	Approve Minutes	Rodolfo Ornelas	1 m
III. Business I			12:07 PM

	Purpose	Presenter	Time
A. Review of Comparable Compensation Data for Charter School CEOs/Executive Directors Public comment	Discuss	Rodolfo Ornelas	3 m
IV. Closed Session			12:10 PM
A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (three cases)	Discuss		10 m
B. Public Employment (Gov. Code § 54957) <i>Title:</i> Chief Executive Officer	Discuss		10 m
V. Business II			12:30 PM
A. Discussion: Vice Chair Nomination Public comment	Discuss	Rodolfo Ornelas	3 m
B. Election of Vice Chair Public comment	Vote	Rodolfo Ornelas	3 m
C. Oral Report of Executive Compensation Paid to the Chief Executive Officer Public comment	FYI	Rodolfo Ornelas	3 m
D. Review and Consideration of Approval of Employment Agreement for Chief Executive Officer Public comment	Vote	Rodolfo Ornelas	3 m
E. Review and Consideration of Approval of 2025-26 Employment Agreements Public comment	Vote	Adrienne Barnes	3 m
F. Review and Consideration of Approval of 2025-26 Aya Healthcare Contract Public comment	Vote	Mary Busby	3 m

	Purpose	Presenter	Time
G. Review and Consideration of Approval of 2025-26 Celebration Speech Contract Public comment	Vote	Adrienne Barnes	3 m
H. Review and Consideration of Approval of 2025-26 Ed Sped Solutions Contract Public comment	Vote	Adrienne Barnes	3 m
I. Review and Consideration of Approval of Rojas Janitorial Contract 2025-2026 Public comment	Vote	Adrienne Barnes	3 m
J. CEO Report Public comment	FYI	Adrienne Barnes	3 m
VI. Closing Items			1:00 PM
A. Adjourn Meeting	FYI	Rodolfo Ornelas	1 m

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE. Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY.** The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY.** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting the Amethod Public School Inc., 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172 sallyli@amethodschools.org. **FOR MORE INFORMATION.** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172; Email: sallyli@amethodschools.org

Coversheet

Approval of 6/30/2025 Special Board Meeting Minutes

Section: II. Consent
Item: A. Approval of 6/30/2025 Special Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Meeting of the AMPS Board of Directors on June 30, 2025

APPROVED



Amethod Public Schools

Minutes

Special Meeting of the AMPS Board of Directors

Date and Time

Monday June 30, 2025 at 5:30 PM

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**.

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Directors Present

D. Leung, J. Lerma, L. Martinez, M. DiGiorgio, R. Ornelas

Directors Absent

P. Hanley

Guests Present

A. Barnes, M. Arechiga, M. Busby, S. Li

I. Opening Items

A. Call the Meeting to Order

R. Ornelas called a meeting of the board of directors of Amethod Public Schools to order on Monday Jun 30, 2025 at 5:34 PM.

B. Record Attendance

C. Announcements

Board Chair Rodolfo expressed his gratitude to the staff for coming in during their week off to support the rescheduled board meeting.

D. Approval of the Agenda

J. Lerma made a motion to approve the Agenda.

D. Leung seconded the motion.

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

Roll Call

D. Leung Aye
M. DiGiorgio Aye
R. Ornelas Aye
L. Martinez Aye
P. Hanley Absent
J. Lerma Aye

E. Public Comments on Non-Agenda Items

No public comments.

II. Consent

A. Approval of 6/12/2025 Regular Board Meeting Minutes

R. Ornelas made a motion to approve the consent agenda items minus item D. and approve the minutes from Regular Meeting of the AMPS Board of Directors on 06-12-25. D. Leung seconded the motion.

Board Chair Rodolfo pulls item D. Approval of Employee Handbook from consent agenda and will move it to the business agenda as item AR.

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

Roll Call

P. Hanley Absent
L. Martinez Aye
M. DiGiorgio Aye
J. Lerma Aye
D. Leung Aye
R. Ornelas Aye

B. Approval of Annual Notices 2025-26

C. Approval of Family Handbook 2025-26

D. Approval of Employee Handbook 2025-26

III. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

The board returns from closed session at 6:34pm and there were no reportable actions.

B. Public Employment (Gov. Code § 54957)

IV. Business

A. Review and Consideration of Approval of Measure G1 & T Performance Audit 2024-2026

Adrienne, Interim CEO requested board approval for an agreement with auditor Christy White to conduct the Measure G1 and Measure T audits. Although the individual amounts are small, they push the total audit expenses over the CEO's \$50,000 approval threshold, requiring formal board approval.

D. Leung made a motion to approve of Measure G1 & T Performance Audit 2024-2026.

M. DiGiorgio seconded the motion.

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

Roll Call

M. DiGiorgio	Aye
R. Ornelas	Aye
P. Hanley	Absent
L. Martinez	Aye
D. Leung	Aye
J. Lerma	Aye

B. Review and Consideration of Approval of Provisional Internship Permit (PIP) Public Notice- Richmond Charter Academy

Sally, HR Coordinator presented a request for board approval of a Provisional Internship Permit (PIP) for three teachers at Richmond Charter Academy. Similar to a previous PIP request for other schools, this PIP is needed because the teachers are actively or currently enrolled in an internship program and require emergency permits while completing it. The board's approval is needed to submit the request to the CTC.

Board Chair Rodolfo emphasized the importance of having a clear plan to ensure the teachers progress toward earning their preliminary credentials and ultimately clearing them.

R. Ornelas made a motion to approve of Provisional Internship Permit (PIP) Public Notice- Richmond Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

L. Martinez	Aye
R. Ornelas	Aye
M. DiGiorgio	Aye
P. Hanley	Absent
D. Leung	Aye
J. Lerma	Aye

C. Review and Consideration of Approval of CharterSafe 2025-26 Insurance Proposal

Adrienne, Interim CEO explained that the updated CharterSafe insurance proposal reflects the current status of the organization's schools, employees, and properties. While adjustments can be made if changes occur, such as with OCHS, the proposal represents the current needs and is being recommended for board approval.

J. Lerma made a motion to approve CharterSafe 2025-26 Insurance Proposal.

M. DiGiorgio seconded the motion.

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

Roll Call

M. DiGiorgio Aye
L. Martinez Aye
J. Lerma Aye
P. Hanley Absent
D. Leung Aye
R. Ornelas Aye

D. Review and Consideration of Approval of 2025-26 Janitorial Contract

Adrienne, Interim CEO shared that multiple janitorial service proposals were received, including from the current provider, Rojas Janitorial, and NorCal Cleaning Solutions. Due to recent team changes, she recommended negotiating a new agreement with Rojas Janitorial and bringing it to the Board for approval in July. In the meantime, services would continue under the existing contract.

Adrienne confirmed the plan to negotiate with the current vendor for the 2025–26 term and to continue their services until the Board approves a new contract in July.

Board member Margie asked whether one janitorial company serves all school sites or if there are any full-time, on-campus employees handling the cleaning.

Adrienne explained that they use both an external vendor, Rojas Janitorial, for all sites, and some on-campus staff, as both are currently needed.

Board Chair Rodolfo clarified that since no contract is being approved today, this is just an update for information, and the Board will vote on the contract when it is presented later.

E. Review and Consideration of Approval of 2025-26 Measure Education Contract

Maria, Chief Strategy and Compliance Officer requested approval for a contract with Measure Education for the 2025–26 school year. The organization has partnered with AMPS for 4-5 years to manage the student information system and state reporting. The contract includes a 3% increase, and adjustments were made to remove OCHS with a potential monthly cost added depending on OCHS's future status.

Board Chair Rodolfo asked for clarification whether it is a 3% increase or decrease overall.

Maria says the overall contract reflects a 3% price increase, but with OCHS removed, the cost is actually lower. If OCHS is reinstated, the 3% increase would apply. The vendor provides these services for all their schools.

D. Leung made a motion to approve 2025-26 Measure Education Contract.

L. Martinez seconded the motion.

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

Roll Call

R. Ornelas Aye
M. DiGiorgio Aye
D. Leung Aye
J. Lerma Aye
L. Martinez Aye
P. Hanley Absent

F. Review and Consideration of Approval of Charter Impact Revised Contract

Adrienne, Interim CEO explained that since 2024, AMPS contracted with Charter Impact as their full back-office service provider. Payroll was brought back in-house, and the current updated contract allows budgeting and compliance to be handled internally while maintaining external accounting and bookkeeping with Charter Impact. This approach ensures continuity, professional bookkeeping, and better control over budgeting and compliance. The role of Assistant Director of Finance, shown later in the organizational chart, will offset this arrangement.

Board member Liz asked if the service prepares data for the Assistant Director, who manages submissions for budgets and compliance reports to authorizers and other agencies, which Adrienne confirmed.

M. DiGiorgio made a motion to approve Charter Impact Revised Contract.

D. Leung seconded the motion.

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

Roll Call

D. Leung Aye
J. Lerma Aye
M. DiGiorgio Aye
R. Ornelas Aye
L. Martinez Aye
P. Hanley Absent

G. Review and Consideration of Approval of Legacy Mechanical & Energy Services, Inc Contracts

Adrienne, Interim CEO requested the Board's approval to continue contracts with the current HVAC vendor, noting that the total contract costs and any additional services exceed the CEO's approval threshold. The vendor has been providing HVAC services at the sites, and a reassessment will occur after the contracts expire.

J. Lerma made a motion to approve Legacy Mechanical & Energy Services, Inc Contracts.

M. DiGiorgio seconded the motion.

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

Roll Call

P. Hanley	Absent
J. Lerma	Aye
D. Leung	Aye
R. Ornelas	Aye
L. Martinez	Aye
M. DiGiorgio	Aye

H. Review and Consideration of Approval of Amended AMPS Regular Board Meeting Calendar 2025-2026

Adrienne, Interim CEO proposed changes to the 2025-26 board meeting calendar: removing the February 19 meeting due to a closely scheduled meeting the following week, moving the June 18 meeting to June 15 to meet authorizer deadlines, and moving the December 18 meeting to December 15 to meet audit deadlines. Additionally, for July 18, she suggested holding two meetings, a regular board meeting and a full-day board retreat with Dr. Brian Carpenter as part of their corrective action plan, and asked for input on preferred times.

The board agrees to hold the retreat from 9:00 AM to 12:00 PM, followed by the board meeting from 12:00 PM to 1:00 PM, and then resume the retreat from 1:00 PM to 5:00 PM.

R. Ornelas made a motion to approve Amended AMPS Regular Board Meeting Calendar 2025-2026.

D. Leung seconded the motion.

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

Roll Call

M. DiGiorgio	Aye
J. Lerma	Aye
P. Hanley	Absent
R. Ornelas	Aye
L. Martinez	Aye
D. Leung	Aye

I. Review and Consideration of Approval of Consolidated Application (ConApp)- Downtown Charter Academy

Adrienne, Interim CEO requested board approval for five consolidated federal funding applications, noting that a few technical corrections will be made before submission. She explained that these applications specifically for Title I, Title II, and Title IV funding are also updated midyear, providing another opportunity for adjustments if needed.

D. Leung made a motion to approve Consolidated Application (ConApp)- Downtown Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

J. Lerma	Aye
R. Ornelas	Aye
M. DiGiorgio	Aye
L. Martinez	Aye
D. Leung	Aye
P. Hanley	Absent

J. Review and Consideration of Approval of Consolidated Application (ConApp)- John Henry High School

Adrienne, Interim CEO presented the consolidated federal funding application for John Henry High School and requested board approval, subject to technical corrections. She noted updates are needed to reflect that Title II funds for 2024-25 were spent, and to clarify language regarding support for homeless students stating that while no students were identified as unhoused, funds would be used if needed. These updates will apply across all school applications.

R. Ornelas made a motion to approve Consolidated Application (ConApp)- John Henry High School.

M. DiGiorgio seconded the motion.

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

Roll Call

P. Hanley	Absent
M. DiGiorgio	Aye
R. Ornelas	Aye
J. Lerma	Aye
L. Martinez	Aye
D. Leung	Aye

K. Review and Consideration of Approval of Consolidated Application (ConApp)- Oakland Charter Academy

Adrienne, Interim CEO presented the consolidated federal funding application for Oakland Charter Academy and requested board approval, subject to technical corrections.

D. Leung made a motion to approve Consolidated Application (ConApp)- Oakland Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

L. Martinez Aye
J. Lerma Aye
D. Leung Aye
P. Hanley Absent
R. Ornelas Aye
M. DiGiorgio Aye

**L. Review and Consideration of Approval of Consolidated Application (ConApp)-
Richmond Charter Academy**

Adrienne, Interim CEO presented the consolidated federal funding application for Richmond Charter Academy and requested board approval, subject to technical corrections.

D. Leung made a motion to approve Consolidated Application (ConApp)- Richmond Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

P. Hanley Absent
J. Lerma Aye
D. Leung Aye
R. Ornelas Aye
M. DiGiorgio Aye
L. Martinez Aye

**M. Review and Consideration of Approval of Consolidated Application (ConApp) -
Richmond Charter Elementary-Benito Juarez**

Adrienne, Interim CEO presented the consolidated federal funding application for Richmond Charter Elementary-Benito Juarez and requested board approval, subject to technical corrections.

D. Leung made a motion to approve Consolidated Application (ConApp) - Richmond Charter Elementary-Benito Juarez.

M. DiGiorgio seconded the motion.

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

Roll Call

P. Hanley Absent
J. Lerma Aye
L. Martinez Aye
D. Leung Aye
R. Ornelas Aye
M. DiGiorgio Aye

N. Review and Consideration of Approval of AMS Prop 28 2024-25 Reporting- Downtown Charter Academy

Adrienne, Interim CEO presented the 2024-25 AMS Prop 28 report for Downtown Charter Academy and noted that all schools currently show \$0 in reported spending. This is due to the new team not finding proof of a submitted plan. A plan will be brought forward for the 2025-26 year. Although no spending is reported, funds have been received and are being properly deferred per Charter Impact.

M. DiGiorgio made a motion to approve AMS Prop 28 2024-25 Reporting- Downtown Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

J. Lerma	Aye
D. Leung	Aye
M. DiGiorgio	Aye
P. Hanley	Absent
L. Martinez	Aye
R. Ornelas	Aye

O. Review and Consideration of Approval of AMS Prop 28 2024-25 Reporting- John Henry High School

M. DiGiorgio made a motion to approve AMS Prop 28 2024-25 Reporting- John Henry High School.

J. Lerma seconded the motion.

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

Roll Call

M. DiGiorgio	Aye
R. Ornelas	Aye
P. Hanley	Absent
L. Martinez	Aye
J. Lerma	Aye
D. Leung	Aye

P. Review and Consideration of Approval of AMS Prop 28 2024-25 Reporting- Oakland Charter Academy

R. Ornelas made a motion to approve AMS Prop 28 2024-25 Reporting- Oakland Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma	Aye
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Roll Call

L. Martinez Aye
D. Leung Aye
M. DiGiorgio Aye
R. Ornelas Aye
P. Hanley Absent

Q. Review and Consideration of Approval of AMS Prop 28 2024-25 Reporting- Richmond Charter Academy

D. Leung made a motion to approve AMS Prop 28 2024-25 Reporting- Richmond Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

P. Hanley Absent
R. Ornelas Aye
D. Leung Aye
L. Martinez Aye
J. Lerma Aye
M. DiGiorgio Aye

R. Review and Consideration of Approval of AMS Prop 28 2024-25 Reporting- Richmond Charter Elementary-Benito Juarez

D. Leung made a motion to approve AMS Prop 28 2024-25 Reporting- Richmond Charter Elementary-Benito Juarez.

J. Lerma seconded the motion.

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

Roll Call

J. Lerma Aye
D. Leung Aye
M. DiGiorgio Aye
P. Hanley Absent
R. Ornelas Aye
L. Martinez Aye

S. Review and Consideration of Approval of Protected Prayer Resolution - Downtown Charter Academy

Adrienne, Interim CEO presents the Protected Prayer Resolution which applies to all five schools and confirms that there are no restrictions on students or staff who wish to pray during school.

J. Lerma made a motion to approve Protected Prayer Resolution - Downtown Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

L. Martinez Aye
M. DiGiorgio Aye
P. Hanley Absent
J. Lerma Aye
D. Leung Aye
R. Ornelas Aye

T. Review and Consideration of Approval of Protected Prayer Resolution - John Henry High School

M. DiGiorgio made a motion to approve Protected Prayer Resolution - John Henry High School.

R. Ornelas seconded the motion.

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

Roll Call

R. Ornelas Aye
L. Martinez Aye
J. Lerma Aye
D. Leung Aye
P. Hanley Absent
M. DiGiorgio Aye

U. Review and Consideration of Approval of Protected Prayer Resolution - Oakland Charter Academy

L. Martinez made a motion to approve Protected Prayer Resolution - Oakland Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma Aye
P. Hanley Absent
M. DiGiorgio Aye
L. Martinez Aye
D. Leung Aye
R. Ornelas Aye

V. Review and Consideration of Approval of Protected Prayer Resolution - Richmond Charter Academy

R. Ornelas made a motion to approve Protected Prayer Resolution - Richmond Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma Aye
L. Martinez Aye
P. Hanley Absent
R. Ornelas Aye
M. DiGiorgio Aye
D. Leung Aye

W. Review and Consideration of Approval of Protected Prayer Resolution - Richmond Charter Elementary - Benito Juarez

D. Leung made a motion to approve Protected Prayer Resolution - Richmond Charter Elementary - Benito Juarez.

L. Martinez seconded the motion.

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

Roll Call

P. Hanley Absent
R. Ornelas Aye
J. Lerma Aye
L. Martinez Aye
D. Leung Aye
M. DiGiorgio Aye

X. Review and Consideration of Approval of Education Protection Account Spending Plan 2025-26- Downtown Charter Academy

Adrienne, Interim CEO requested board approval for the 2025-26 EPA spending plan, which is based on board-approved LCFF budget figures. She noted that the plan must be approved before spending begins and that the funds must be used for instructional staff, not administrative staff.

D. Leung made a motion to approve Education Protection Account Spending Plan 2025-26- Downtown Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

L. Martinez Aye
R. Ornelas Aye
J. Lerma Aye
D. Leung Aye
P. Hanley Absent
M. DiGiorgio Aye

Y. Review and Consideration of Approval of Education Protection Account Spending Plan 2025-26 - John Henry High School

D. Leung made a motion to approve Education Protection Account Spending Plan 2025-26 - John Henry High School.

M. DiGiorgio seconded the motion.

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

Roll Call

M. DiGiorgio Aye
R. Ornelas Aye
J. Lerma Aye
L. Martinez Aye
P. Hanley Absent
D. Leung Aye

Z. Review and Consideration of Approval of Education Protection Account Spending Plan 2025-26 - Oakland Charter Academy

M. DiGiorgio made a motion to approve Education Protection Account Spending Plan 2025-26 - Oakland Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

L. Martinez Aye
P. Hanley Absent
J. Lerma Aye
D. Leung Aye
M. DiGiorgio Aye
R. Ornelas Aye

AA. Review and Consideration of Approval of Education Protection Account Spending Plan 2025-26 - Richmond Charter Academy

R. Ornelas made a motion to approve Education Protection Account Spending Plan 2025-26 - Richmond Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

L. Martinez Aye
P. Hanley Absent
M. DiGiorgio Aye
R. Ornelas Aye
D. Leung Aye
J. Lerma Aye

AB. Review and Consideration of Approval of Education Protection Account Spending Plan 2025-26 - Richmond Charter Elementary - Benito Juarez

L. Martinez made a motion to approve Education Protection Account Spending Plan 2025-26 - Richmond Charter Elementary - Benito Juarez.

D. Leung seconded the motion.

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

Roll Call

J. Lerma Aye
P. Hanley Absent
D. Leung Aye
M. DiGiorgio Aye
L. Martinez Aye
R. Ornelas Aye

**AC. Review and Consideration of Approval of Comprehensive School Safety Plan -
Downtown Charter Academy**

Maria, Chief Strategy and Compliance Officer shares that the next five items involve updating the previously approved comprehensive school safety plans from March to include the newly required instructional continuity plan. This combined plan will continue to be reviewed annually by March 1. She requested board approval for the updated plans.

D. Leung made a motion to approve Comprehensive School Safety Plan - Downtown Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

J. Lerma Aye
R. Ornelas Aye
P. Hanley Absent
D. Leung Aye
M. DiGiorgio Aye
L. Martinez Aye

**AD. Review and Consideration of Approval of Comprehensive School Safety Plan -
John Henry High School**

D. Leung made a motion to approve Comprehensive School Safety Plan - John Henry High School.

M. DiGiorgio seconded the motion.

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

Roll Call

R. Ornelas Aye
J. Lerma Aye
L. Martinez Aye
M. DiGiorgio Aye
D. Leung Aye

Roll Call

P. Hanley Absent

AE. Review and Consideration of Approval of Comprehensive School Safety Plan - Oakland Charter Academy

R. Ornelas made a motion to approve Comprehensive School Safety Plan - Oakland Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma Aye

P. Hanley Absent

D. Leung Aye

R. Ornelas Aye

M. DiGiorgio Aye

L. Martinez Aye

AF. Review and Consideration of Approval of Comprehensive School Safety Plan - Richmond Charter Academy

D. Leung made a motion to approve Comprehensive School Safety Plan - Richmond Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

D. Leung Aye

M. DiGiorgio Aye

R. Ornelas Aye

P. Hanley Absent

J. Lerma Aye

L. Martinez Aye

AG. Review and Consideration of Approval of Comprehensive School Safety Plan- Richmond Charter Elementary - Benito Juarez

D. Leung made a motion to approve Comprehensive School Safety Plan- Richmond Charter Elementary - Benito Juarez.

M. DiGiorgio seconded the motion.

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

Roll Call

M. DiGiorgio Aye

R. Ornelas Aye

L. Martinez Aye

P. Hanley Absent

J. Lerma Aye

Roll Call

D. Leung Aye

AH. Review 2024-25 Local Indicators

Mary, Interim CAO presented the Local Indicators report, which is part of the LCAP. While state indicators include measures like chronic absenteeism and dashboard data, local indicators reflect LEA self-assessments across six state priority areas: basic conditions, implementation of state standards, parent involvement, school climate, and access to a broad course of study. She reviewed self-reflection data for each school, noting strengths such as zero Williams violations, strong implementation of state standards, and active parent engagement through Family-Student-Staff Teams (FSTs). School climate data was based on YouthTruth surveys, showing positive relationships and feelings of safety among students. All schools ensured access to a broad, standards-aligned curriculum. Mary concluded by stating these local indicators will be included in the LCAP and submitted to the CDE by July 31. The item was presented for discussion and information only.

AI. Review and Consideration of Approval of LCAP - Downtown Charter Academy

Mary, Interim CAO requested board approval of the LCAP for all five schools, noting that the review process included the LCAP, its budget, associated metrics, and the recently added local indicators.

Board Member Liz requested that the charts showing projected revenues by fund source be corrected for clarity, as the version she downloaded had overlapping text. She emphasized the importance of readability since the document will be publicly posted.

D. Leung made a motion to Approve LCAP - Downtown Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma Aye
P. Hanley Absent
L. Martinez Aye
R. Ornelas Aye
D. Leung Aye
M. DiGiorgio Aye

AJ. Review and Consideration of Approval of LCAP - John Henry High School

R. Ornelas made a motion to approve LCAP - John Henry High School.

J. Lerma seconded the motion.

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

Roll Call

L. Martinez Aye
P. Hanley Absent

Roll Call

D. Leung Aye

R. Ornelas Aye

M. DiGiorgio Aye

J. Lerma Aye

AK. Review and Consideration of Approval of LCAP - Oakland Charter Academy

J. Lerma made a motion to approve LCAP - Oakland Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

L. Martinez Aye

J. Lerma Aye

M. DiGiorgio Aye

P. Hanley Absent

R. Ornelas Aye

D. Leung Aye

AL. Review and Consideration of Approval of LCAP - Richmond Charter Academy

R. Ornelas made a motion to approve LCAP - Richmond Charter Academy.

L. Martinez seconded the motion.

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

Roll Call

D. Leung Aye

R. Ornelas Aye

P. Hanley Absent

M. DiGiorgio Aye

L. Martinez Aye

J. Lerma Aye

AM. Review and Consideration of Approval of LCAP - Richmond Charter Elementary - Benito Juarez

D. Leung made a motion to approve LCAP - Richmond Charter Elementary - Benito Juarez.

M. DiGiorgio seconded the motion.

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

Roll Call

R. Ornelas Aye

M. DiGiorgio Aye

P. Hanley Absent

L. Martinez Aye

J. Lerma Aye

D. Leung Aye

AN. Review and Consideration of Approval of OCA Renewal Petition

Adrienne, Interim CEO requests to withdraw the OCA Renewal Petition from the agenda.

R. Ornelas made a motion to remove OCA Renewal Petition and move AP. Review and Consideration of Approval of 2025-26 Aya Healthcare Contract and AQ. Review and Consideration of Approval of 2025-26 Employment Agreements to a later meeting.

J. Lerma seconded the motion.

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

Roll Call

R. Ornelas	Aye
P. Hanley	Absent
D. Leung	Aye
L. Martinez	Aye
J. Lerma	Aye
M. DiGiorgio	Aye

AO. Review and Consideration of Approval of AMPS Organization Chart 2025-2026

Adrienne, Interim CEO presented the updated organizational chart, noting challenges in displaying it clearly on one page due to its width. The chart places the Board of Directors at the top, with the CEO reporting directly to them. It was designed to encourage cross-department collaboration with many dotted-line relationships between roles. Key changes include renaming site directors to principals, keeping the CAO role vacant while supported by consultant Elise Darwish, and restructuring by replacing the Chief Strategy and Compliance Officer with a Chief of Staff overseeing multiple roles, including data, compliance, and communications. The chart also outlines leadership over student services, curriculum and instruction, operations, and HR. Adrienne also noted that the Community Schools Grant, currently tied to Oakland Charter High, will require reapplication to extend funding to the other five schools. She says the chart reflects a unified team structure focused on collaboration.

Board Chair Rodolfo asked Adrienne if she has an estimate of the savings resulting from the adjustments.

Adrienne explained that the goal was to save about half a million dollars, but they are currently falling short, saving around \$100,000. She added that some positions may remain unfilled pending confirmation regarding OCHS.

R. Ornelas made a motion to approve AMPS Organization Chart 2025-2026.

D. Leung seconded the motion.

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

Roll Call

J. Lerma	Aye
P. Hanley	Absent
M. DiGiorgio	Aye

Roll Call

L. Martinez Aye
R. Ornelas Aye
D. Leung Aye

AP. Review and Consideration of Approval of 2025-26 Aya Healthcare Contract

AQ. Review and Consideration of Approval of 2025-26 Employment Agreements

AR. Approval of Employee Handbook 2025-26

Shameka, HR Consultant explained that the 2024-25 employee handbook was recently revised and brought to the board. The 2025-26 handbook includes additional legal updates, such as requirements from AB 2534 for employment verification and new time-off policies for fertility treatments. They clarified the vacation policy by detailing different vacation amounts based on employee tiers and work schedules. A redline version showing all changes was provided. She requested board approval of the handbook, pending final legal review.

Board member Jorge raised a concern about ongoing questions regarding diversity among students and staff and asked if there is any emphasis on continuous outreach to all communities, including ethnicity, gender, and culture in the current plans or policies.

Shameka clarified that diversity outreach isn't typically included in the employee handbook. She confirmed the organization is an equal opportunity employer and noted that while staff diversity is strong, the concern is more about student diversity.

Board member Liz noted that although the board agenda mentioned a redline version of the document was uploaded, she only saw the clean version. She requested that the redline version be provided in the future to clearly show the changes.

Board Chair Rodolfo suggested waiting to approve the handbook until after legal reviews it and the board has a chance to review the redline version.

Shameka explained that some policy changes, like the updated vacation policy, need to take effect by July 1 to avoid confusion and extra work later. She noted that the handbook was reviewed by legal last year, and the current updates are mainly to incorporate new legal requirements.

R. Ornelas made a motion to approve of Employee Handbook 2025-26 Pending Legal Review.

D. Leung seconded the motion.

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

Roll Call

M. DiGiorgio Aye
P. Hanley Absent

Roll Call

R. Ornelas Aye

L. Martinez Aye

J. Lerma Aye

D. Leung Aye

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:53 PM.

Respectfully Submitted,

R. Ornelas

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE. Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY.** The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY.** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting the Amethod Public School Inc., 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172 sallyli@amethodschools.org. **FOR MORE INFORMATION.** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172; Email: sallyli@amethodschools.org

Coversheet

Review of Comparable Compensation Data for Charter School CEOs/Executive Directors

Section: III. Business I
Item: A. Review of Comparable Compensation Data for Charter School
CEOs/Executive Directors
Purpose: Discuss
Submitted by:
Related Material:
AMPS CEO Compensation Comparability Study (July 2025) (4905-4175-4709.v2).docx.pdf

**Governing Board of Amethod Public Schools
Summary of Compensation and Benefits Survey Data for
Chief Executive Officer**

July 2025

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers “compensation” broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of findings following review and comparison of a sampling of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller’s Office or from the Internal Revenue Service (Form 990) for the 2023 calendar or fiscal year (the most recent available). Student enrollment figures are from the California School Dashboard for the 2024 calendar year. The CEO of Amethod Public Schools oversees six charter schools in Alameda and Contra Costa Counties with a total population of approximately 1,898 students. The five charter schools and three school districts included in this study have an average student population of 1,414 students.

Of the positions sampled, the average total compensation package (base salary plus other compensation) is approximately \$297,219. The average base salary is approximately \$254,502. The range of base salary is \$203,909 to \$340,067. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

The compensation information below is from the 2023 calendar or fiscal year. As a result, conservatively adding 3% for each year to reach updated figures for the 2025-2026 school year would provide an average total compensation of \$315,052, and an average base salary of \$269,772.

Making Waves Academy (Contra Costa County)	1,103 Students
CEO	
Total Compensation Package	\$416,582
Base Salary	\$340,067
Other Compensation (Benefits and Retirement)	\$76,515
Leadership Public Schools (Contra Costa and Alameda Counties)	1,082 Students
Superintendent	
Total Compensation Package	\$240,613
Base Salary	\$203,909
Other Compensation (Benefits and Retirement)	\$36,704
Lighthouse Community Public Schools (Alameda County)	1,595 Students
CEO	
Total Compensation Package	\$236,727
Base Salary	\$209,837
Other Compensation (Benefits and Retirement)	\$26,890
Moraga Elementary (Contra Costa County)	1,775 Students
Superintendent	

Total Compensation Package	\$285,603
Base Salary	\$238,691
Other Compensation (Benefits and Retirement)	\$46,912
Orinda Union (Contra Costa County)	2,554 Students
Superintendent	
Total Compensation Package	\$296,521
Base Salary	\$249,353
Other Compensation (Benefits and Retirement)	\$47,168
Sunol Glen Unified (Alameda County)	268 Students
Superintendent/Principal	
Total Compensation Package	\$337,707
Base Salary	\$285,914
Other Compensation (Benefits and Retirement)	\$51,793
Caliber Schools (Contra Costa and Solano Counties)	1,911 Students
CEO	
Total Compensation Package	\$282,688
Base Salary	\$255,583
Other Compensation (Benefits and Retirement)	\$27,105
Bullis Charter (Santa Clara County)	1,025 Students
Executive Director	
Total Compensation Package	\$281,308
Base Salary	\$252,663
Other Compensation (Benefits and Retirement)	\$28,645

Coversheet

Review and Consideration of Approval of Employment Agreement for Chief Executive Officer

Section: V. Business II
Item: D. Review and Consideration of Approval of Employment Agreement for
Chief Executive Officer
Purpose: Vote
Submitted by:
Related Material:
Fixed Term Administrator Employment Agreement (A. Barnes) (4919-9196-8598.v1).docx.pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & ADRIENNE BARNES

THIS AGREEMENT ("Agreement") is made and entered into as of July 18, 2025 fully executed by and between the Board of Directors ("Board") of Amethod Public Schools ("AMPS" or the "School"), a California nonprofit public benefit corporation which operates a network of public charter schools, and Adrienne Barnes (the "Employee"). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of AMPS's charters, and in implementing AMPS policies and procedures. The parties recognized that the provisions of the California Education Code do not govern AMPS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, AMPS operates charter schools that are governed by the provisions of their charters and applicable law; and

WHEREAS, AMPS is authorized pursuant to the terms of the charters to appoint and hire a Chief Executive Officer to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A** and;

WHEREAS, AMPS desires to retain the services of the Employee by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and AMPS desire to formalize the employment relationship by way of this Agreement;

Now, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE**

Subject to Section 12, "Termination of Contract" herein, AMPS hereby employs the Employee to serve as the Chief Executive Officer for a term of one (1) year commencing on July 1, 2025 and ending June 30, 2026.

The Chief Executive Officer position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 8:00 a.m. to 5:00 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the workday. A copy of the administrator work year calendar is attached hereto as **Attachment B** and is incorporated by reference herein.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AMPS.

2. **COMPENSATION.**

The Employee will receive a gross base salary of \$270,000 per year, to be paid semi-monthly, subject to all regular withholdings. The Employee will also receive a one-time signing bonus of \$7,500, subject to all regular withholdings. The employee will also receive up to \$5,000 a year for Professional Development. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled work days of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At AMPS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to AMPS's employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
- b. **Vacation.** The Employee is also entitled to accrue one hundred and sixty (160) of vacation annually. Vacation accrues year to year up to two hundred forty (240) hours. Once the cap is reached, no further vacation shall accrue until some vacation leave is utilized. Vacation may be used by the Employee subject to the prior approval of the Board.
- c. **Sick Leave.** The Employee shall accrue four (4) hours of sick leave per pay period (twelve [12] days annually). Sick days accrue from year to year with a cap of two hundred forty (240) hours (thirty [30] days), but are not paid out upon separation from employment.
- d. **Life Insurance.** During the term of employment, AMPS shall maintain a life insurance policy with coverage in the amount of \$50,000 for the Employee consistent with School policy.

4. **DUTIES.**

The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.**

In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 230 days throughout the year.

6. **EVALUATION.**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on:

- The Employee's job description (Attachment A);
- Performance metrics and goals, which shall be developed by the Board in collaboration

with the Employee within the first 90 days of this Agreement and reviewed annually thereafter;

- Compliance with AMPS policies, strategic priorities, and financial and operational objectives; and
- Any other relevant factors as determined by the Board.

If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he or she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 15.

7. **EXPENSE REIMBURSEMENT.**

AMPS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable AMPS policy and authorization.

8. **LICENSURE.**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position.. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

9. **LIVE SCAN/TB CLEARANCE.**

The Employee will be required to complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four (4) years. Both clearances must be in place prior to the first day of service.

10. **CHILD ABUSE AND NEGLECT REPORTING.**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its

provisions.

11. **CONFLICTS OF INTEREST.**

The Employee understands that, while employed at the School, she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with AMPS.

12. **OUTSIDE PROFESSIONAL ACTIVITIES**

With prior written approval of the Board, the Employee may engage in outside professional activities, including consulting, speaking, and writing, provided such activities do not implicate any conflict of interest as outlined in Section 11. Specifically, the Employee shall ensure that these outside activities do not involve employment, contractual obligations, consultancy, or any independent contractor relationships with entities that would conflict with the Employee's duties, responsibilities, or obligations to AMPS. Additionally, all approved outside professional activities must be conducted exclusively outside of regular work hours. AMPS will not bear costs or expenses associated with such outside professional activities.

13. **CONFIDENTIAL INFORMATION & OWNERSHIP OF MATERIALS**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession, custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

14. **MANDATORY ARBITRATION**

The Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS's Arbitration Agreement, which is attached

hereto as Attachment C and incorporated by reference.

15. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

- a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime including but not limited to involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform their duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

- b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) months following the effective date of termination, whichever is less.
- c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of their job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.
- d. **Revocation/Nonrenewal:** In the event that all Amethod Public Schools are either revoked or nonrenewed, with the exception of Oakland Charter High School, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.

16. **NON-RENEWAL/EXPIRATION OF TERM.**

The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

17. **REQUIRED CONTRACT PROVISIONS.**

The following provisions are required to be included in this Agreement by the California Government Code:

- a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
- b. **Required Reimbursements.** The Employee shall be required to reimburse AMPS for any salary or fees received from AMPS in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse AMPS for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.

18. **ENTIRE AGREEMENT.**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

19. **WAIVER.**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

20. **JURISDICTION.**

The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

21. **AMENDMENTS.**

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing ***and*** signed by the authorized representative of both of the parties hereto.

22. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

20. **SEVERABILITY.**

If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

21. **EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of AMPS

DATED: _____

By: _____
Rodolfo Ornelas, Board Chair

DATED: _____

By: _____
Adrienne Barnes, Chief Executive Officer

This Employment Agreement is subject to ratification and approval by the Governing Board of AMPS.

Attachment A – CEO Job Description

ORGANIZATION

Amethod Public Schools (AMPS) is a mission and values-driven organization that provides a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond. Amethod Schools are proud to have received the recognition of being a California Distinguished School. Serving over 2000 students across 6 schools in the East Bay, our day-to-day work is embodied with a set of core values: **Students First, Be Adaptable, Perseverance, Take Responsibility, and Commitment to Distinction.**

OPPORTUNITY

Reporting to the Amethod Public Schools' Board of Directors, the CEO provides strategic, financial, and operational leadership for AMPS, closely coordinating and working with the senior leadership team. The Chief Executive Officer will play an integral role in creating access and opportunity for some of the country's most chronically underserved students. They will embody dependability and consistency in prioritization, actively engage various AMPS constituent groups in pursuit of a strategic plan, and harmonize human capital and other resources to ensure its meticulous execution. The CEO will represent AMPS to the larger stakeholder communities, and hold the standard for quality and accountability across all aspects of the organization.

KEY RESPONSIBILITIES

Mission and Vision Alignment

- Uphold AMPS as a prominent academic organization with a steadfast commitment to student academic achievement.
- Model, sustain and champion AMPS' organizational culture aligned with our core values and mission statement.

Equity Leadership:

- Promote and celebrate diversity within both the AMPS student body and staff.
- A visionary for educational equity and advocate for reimagining public education to foster joyful, relationship-based, empowered, and exceptional learning experiences for students

Organizational Leadership:

- Collaborate with the Board of Directors to set clear academic, growth, operational, and financial goals.
- Implement effective accountability systems to assess and drive progress toward programmatic goals, key strategic priorities, and implementation plans., especially for the renewal of each existing charter school.
- Analyze and make recommendations on the impact of long-range growth initiatives, planning, and introduction of new strategies and regulatory actions, specifically relating to the evaluation of growth opportunities and strategic financial partnerships.
- Evaluate AMPS' financial and operational structures to plan for continual improvements and a continual increase of operating efficiencies.

People Leadership:

- Mentor and interact with members of staff at all levels to foster recruitment and retention of talented staff as well as growth and encourage development among the senior executive team and all members of staff.
- Provide clear direction, set performance expectations, and offer regular feedback to drive professional growth and collective success.
- Demonstrate adept communication skills to address challenges, promote teamwork, and maintain a balanced work environment.

Financial Leadership:

- Drive operational and fiscal performance through policy development, financial effectiveness strategies, and targeted planning.
- Establish authority for the finance leadership team by providing accurate financial analysis, guidance, and operational procedures to the Board and senior executive team.
- Collaborate with the finance team to ensure robust cash flow projection, reporting mechanisms, and a minimum cash threshold to meet operating needs.

External Relations/Fundraising:

- Collaborate with the Board to nurture existing funder relationships, spearhead fundraising efforts, and serve as an important liaison to the donor community and champions.
- Manage different partnerships, especially political relationships, to ensure adept navigation through an increasingly anti-charter landscape.
- Serve as a strategic advisor and consultant, providing sound guidance on contracts, negotiations, and business deals the organization may engage in.

Board and Community Engagement

- Communicate effectively and establish credibility throughout the organization and with the Board of Directors by proficiently devising solutions for academic and business challenges.
- Ensure AMPS establishes strong connections with its students' families and the communities it serves while elevating and incorporating community voices to shape the organization's strategies, priorities, and goals.
- Other duties as assigned.

Physical Requirements

- Prolonged periods of sitting at a desk and working on a computer.
- Required to use motor coordination with finger dexterity (such as keyboarding, machine operation, etc.) most of the workday.
- Required to exert physical effort in handling objects up to twenty pounds rarely.
- Ability to use eyesight for reading and close-up work, as well as the ability to see details at a distance.
- The ability to speak clearly and hear well, both in person and over the phone.
- The ability to move around the office to access file cabinets, office machinery, etc.
- The ability to position self to maintain files in file cabinets by stooping, kneeling, crouching, pulling, pushing and reaching overhead.
- Position may be exposed to various weather conditions and temperatures both inside and outside.

QUALIFICATIONS

- 10-15 years of relevant experience
- An accomplished leader with 5+ years of success in educational leadership
- 5+ years of success as a C-level educational leader in a complex organization, demonstrating operational and financial stewardship
- Bachelor's degree in education, public policy, business or related; MA preferred
- First-hand experience in a classroom in a high-poverty disenfranchised community
- Knowledge of local, state, and federal laws applying to California public charter schools
- Familiarity with the unique needs and challenges of special education and English learners
- Ability to train, develop, and manage large executive teams
- Executive presence and ability to maintain a calm demeanor in high-stress environments
- Spanish or Chinese language fluency is beneficial
- Must pass a Department of Justice (DOJ) background check

Attachment B - Work Calendar



Amethod Public Schools | 2025-2026
Home Office, Registrar, Admin Assistant, Custodian Calendar
 1450 Marina Way South, Richmond, CA 94804 510-436-0172 amethodschools.org

JULY 2025							AUGUST 2025							SEPTEMBER 2025							OCTOBER 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	31	1	2	3	4	5	6				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

NOVEMBER 2025							DECEMBER 2025							JANUARY 2026							FEBRUARY 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	30	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31							

MARCH 2026							APRIL 2026							MAY 2026							JUNE 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2	31	1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				

July

7/1-11 Summer Break
 7/4 Fourth of July

August

8/12 First Day of School

September

9/1 Labor Day (No school)

October

10/13 Indigenous People Day (No School)
 10/17 End of 1st Quarter
 10/24 Teacher PD Day (No School)

November

11/10-11 Veterans Day (No School)
 11/24-28 Fall Break (No School)

December

12/22-31 Winter Recess (No school)
 12/24-1/1 Office Closed

January

1/1-2 Winter Recess (No school)
 1/5 Teacher PD Day (No School)
 1/19 MLK Day (No School)
 1/23 End of 2nd Quarter/ Semester 1

February

2/13-16 Presidents' Day (No School)
 2/17 Teacher PD Day (No School)

March

3/13 No School
 3/20 End of 3rd Quarter
 3/27 Teacher PD Day (No School)

April

4/6-10 Spring Break (No School)

June

6/4 Last Day of School
 6/8-26 Summer School
 6/19 Juneteenth (No Summer School)

May

5/25 Memorial Day (No School)

	Holiday
	AMPS Special Holiday
	First & Last Day of School, Primer/Último Día de Clases
	No School (Teacher PD Day), No Hay Clases
	Summer School Escuela de Verano
	End of Quarter/ Semester, Fin de Trimestre/ Semestre

Attachment C – Arbitration Agreement**MEMORANDUM REGARDING MUTUAL ARBITRATION AGREEMENT**

Amethod Public Schools (the “School” or “Employer”) welcomes and strongly encourages you to communicate any concerns or issues regarding your employment. If you and the School are unable to resolve any dispute, you or the School may request that your dispute be heard in an outside process called arbitration. Arbitration agreements are a common practice between employees and employers to help resolve employee relationship issues that cannot be resolved internally. The School believes that arbitration is an efficient and fair way to impartially resolve employment relationship issues. Additionally, the School believes that the arbitration process can typically facilitate the resolution of disputes more expeditiously than court. To that end, the School is asking you to sign the enclosed Mutual Agreement to Arbitrate Disputes (“Arbitration Agreement”) that outlines the terms and conditions of this process.

Question	Answer
What is arbitration?	Arbitration is a private and confidential forum where parties can resolve disputes over legal claims. A neutral party called an arbitrator presides over the arbitration. There is no jury. This is different from court where the forum is public, a judge presides over the proceeding, and a jury determines a verdict. Arbitration is private, binding and final.
What is an arbitrator?	An arbitrator is normally a retired judge or practicing attorney who has many years of experience in resolving issues between companies and their employees. The arbitrator will be selected and agreed upon by both you and the School in accordance with arbitration rules/procedures. The decision made by the arbitrator will be final and binding on both you and the School.
Will arbitration cost me anything?	In accordance with applicable law and arbitration rules/procedures, other than the administrative fee (if any) that may be charged, the School is solely responsible for the expense of the arbitration. Just like in court, you will be responsible for your own legal fees and certain costs. However, if anyone prevails on a claim that allows the prevailing party to recover attorneys’ fees and costs, the arbitrator may award reasonable fees and costs to the prevailing party.
What types of claims are permitted in the arbitration process?	By agreeing to arbitration, you can pursue all individual claims under applicable laws that you could pursue in court. However, you will be barred from participating in or pursuing any collective, class or representative actions related to your employment with the School. If you are a California employee, you are <u>not</u> barred from pursuing individual or representative claims, causes of action, or actions on behalf of the state of California under the Private Attorneys General Act of 2004 (“PAGA”) in court.
What if I don’t sign the agreement?	Your continued employment with the School constitutes acceptance of the terms of the Arbitration Agreement. That means your employment will be governed by the Arbitration Agreement if you remain employed after receiving the Arbitration Agreement, regardless of whether you sign the Arbitration Agreement.

Question	Answer
What if I have more questions?	After you have reviewed the Arbitration Agreement carefully, you may contact hrsupport@amethodschools.org with any questions you may have. The School is more than willing to answer any questions or provide information to you. You may request additional time to review this document or consult with an attorney of your choice.

By signing below, I acknowledge that I received, read, and understand the above memorandum regarding the arbitration process and agreement. I also acknowledge I have been given the opportunity to ask questions.

Date: _____

Employee Signature

MUTUAL AGREEMENT TO ARBITRATE DISPUTES

This Mutual Agreement to Arbitrate Disputes (“Agreement”) is made and entered into as of the Effective Date by and between Amethod Public Schools, on behalf of itself and its parent, subsidiaries and/or affiliated entities and their predecessors (hereinafter “Employer” or “School”), and you, an individual (the “Employee”) (Employer and the Employee are collectively referred to herein as the “Parties”).

1. **Effective Date.** This Agreement is retroactively effective to the date that Employee’s employment with Employer initially began. This Agreement to arbitrate shall survive the termination of Employee’s employment.

- **Parties’ Objective.** It is the objective of both the Employee and Employer that this Agreement will govern the resolution of any and all disputes, claims, complaints, allegations and any other matters in question arising out of or relating to any aspect of the Parties’ employment relationship including pre-hire (including, without limitation, any disputes that may arise out of an discussions in relation to or the drafting, delivering or execution of any offer letter or employment agreement between Employee and Employer) through post-termination and any intermittent periods of employment (“Employment Relationship”). The Parties shall resolve all disputes arising out of or relating to the Employment Relationship in accordance with the provisions of this Agreement.
- **Agreement to Arbitrate.** Employer and Employee mutually agree that, except as otherwise provided in this Agreement, any claim, cause of action, complaint or dispute that cannot be resolved informally between the Parties that relates in any way to any aspect of the Parties’ Employment Relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including any claims filed against officers, directors, supervisors, employees, other agents of Employer, or professional corporations Employer does business with, joint ventures, alleged joint employers, staffing agencies, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, supervisors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, clients, customers, suppliers, vendors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (hereinafter “the School”), shall be submitted to binding arbitration administered by JAMS. The arbitration shall be initiated by filing a timely written notice of claim(s) with JAMS. JAMS shall administer a final and binding arbitration in accordance with the then-current JAMS Employment Arbitration Rules & Procedures for employment arbitration. JAMS rules are available online in both English and

Spanish at <https://www.jamsadr.com/adr-rules-procedures/>. In addition to visiting the website, Employee can contact Human Resources by emailing hrsupport@amethodschools.org if Employee has any questions about the arbitration process. If JAMS Employment Arbitration Rules and Procedures are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.

- **Claims Covered by Arbitration/Covered Claims.** This Agreement is intended to be broad and comprehensive and includes without limitation any and all individual claims, complaints, disputes, or causes of action (collectively “Covered Claims”) in a federal, state or local court or agency under applicable federal, state or local laws, arising out of or relating to any aspect of Employee’s employment (including pre-hire through post-termination and any intermittent periods of employment) and the termination thereof, including disputes Employee may have against the School or that, the School may have against Employee. The disputes covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wrongful termination (constructive or actual) in violation of public policy, misappropriation of trade secrets, unfair competition, whistle-blowing, claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, sex, gender, religion, national origin, age, marital status, medical condition, psychological condition, mental condition, disability, veteran status, sexual orientation, or gender identity or expression or any other consideration made unlawful by federal, state or local laws, ordinances or regulations), claims for failure to prevent harassment or discrimination, claims for failing to engage in the interactive process or provide reasonable accommodations of disabilities, claims for violation of any relevant federal, state, municipal or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under the Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans With Disabilities Act. The Parties to this Agreement specifically agree that all disputes under the Fair Labor Standards Act and/or state wage and hour laws, including, but not limited to, claims for unpaid wages of any kind, expense reimbursement, paid sick leave, meal and rest periods, premium pay, and penalties are subject to this Agreement.
- **Claims Not Covered by Arbitration/Excluded Claims.** Certain claims are not covered by this Agreement (“Excluded Claims”). This Agreement does not cover disputes involving sexual assault and/or sexual harassment as defined by title 9 of the United States Code arising on or after March 3, 2022, or claims for workers’ compensation or unemployment compensation benefits, or any other claims that, as a matter of law, the Parties cannot arbitrate. Nothing in this Agreement shall prevent the Employee, individually or together with other employees as a group, from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other federal, state or local administrative agency that enforces employment laws. To the extent applicable law prohibits the waiver of class, collective or representative actions under any state, federal or local law, such claims are hereby excluded from arbitration under this Agreement. This Agreement does not cover individual or non-individual (representative) claims, causes of action, or actions by California employees on behalf of the state of California under the Private Attorneys General Act of 2004 (“PAGA”), which may be brought in court. If the Parties’ dispute involves both timely filed Excluded Claims and Covered Claims subject to this Agreement, the Parties agree to bifurcate the actions and agree to fully adjudicate the arbitrable Covered Claims while staying any proceedings for Excluded Claims. Excluded Claims may be filed in court, but the parties agree that the court action will be immediately stayed pending full and final resolution of the Arbitration of the Covered Claims, unless prohibited by law.
- **Application for Emergency Injunctive and/or Other Equitable Relief.** Claims by Employee or Employer for emergency injunctive and/or other equitable relief shall be submitted to JAMS

for emergency treatment. The JAMS administrator is authorized by this Agreement to select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform their consideration and ruling with the applicable legal standards as if this matter were heard in a federal court of law in the applicable jurisdiction for such a dispute.

- **Consideration.** For employees who are currently employed, the School's offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the mutual promises by the School and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, the School and Employee agree that in addition to the above consideration, the School's offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.
- **Waiver of Class, Collective and Representative Action Claims.** Except for the Excluded Claims, identified in Paragraph 5 above, the Parties expressly intend and agree that: (a) class, collective and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each Party will not assert class, collective or representative action claims against the other in arbitration or otherwise; and (c) each Party shall only submit their own, individual claims in arbitration, and will not seek to represent the interests of any other person or party. To the extent that the Parties' dispute involves both timely filed Excluded Claims and Covered Claims, the Parties agree to bifurcate and stay for the duration of the arbitration any proceedings on any such Excluded Claims. Further, the Parties expressly intend and agree that any claims will not be joined, consolidated or heard together with claims of any other person or party. Notwithstanding anything to the contrary in the JAMS Arbitration Rules and Procedures, the arbitrator shall have no jurisdiction or authority to compel any class, collective or representative claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between Employee and the School. Claims covered by this Agreement may only be pursued on an individual basis.
- **Waiver of Trial by Jury.** The Parties understand and fully agree that by entering into this Agreement to arbitrate they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision, except as applicable state and federal law provide for judicial review of arbitration proceedings. The Parties anticipate that by entering into this Agreement, they will gain the benefits of a speedy and less expensive dispute resolution procedure.
- **Claims Procedure.** Arbitration shall be initiated upon the express written notice of either party. The party making a claim must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to Employer at Amethod Public Schools Home Office 1450 Marina Way South, Richmond, CA 94804. Written notice of the School's claim will be mailed by certified or registered mail, return receipt requested, to the last known address of Employee. The written notice by the Parties shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that applicable state law applies to those claim(s).
- **Construction of Agreement and Arbitrator Authority.** This Agreement shall be governed, construed and enforced pursuant to the Federal Arbitration Act (FAA), and not any state

arbitration laws. Both Employee and the School agree that the School's business and/or its customers/clients' businesses affect interstate commerce. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable or any claim that any party breached or waived this Agreement. The arbitrator shall also have the authority to sever any provisions of this Agreement as void or otherwise unenforceable under the Federal Arbitration Act or any other applicable law, in whole or in part consistent with section 21 of this Agreement. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator is acting as a federal district court judge applying the FAA and its precedent. The arbitrator shall conduct and preside over an arbitration hearing of reasonable length, to be determined by the arbitrator.

- **Place of Arbitration/Arbitrator Selection.** Unless the Parties mutually agree to another location, the arbitration shall take place at the JAMS office closest to the city in which Employee works or Employee worked at the date of termination of employment. The Parties shall select the arbitrator as provided in the JAMS Arbitration Rules and Procedures. In the event that there is no JAMS office available, the Parties can agree to mutually select a substitute arbitrator and alternative location from another arbitration agency. Alternatively, the Parties can agree to a virtual arbitration for the convenience of the Parties. If the Parties cannot agree to a substitute arbitrator or an alternative arbitration location or virtual arbitration, either Party may apply to the appropriate federal district court to designate an alternative arbitration location and/or appoint a substitute arbitrator. The Parties agree that any arbitrator appointed pursuant to this Agreement shall administer the arbitration in accordance with the then-current JAMS Employment Arbitration Rules & Procedures for employment arbitration.
- **Discovery.** Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules of JAMS. The arbitrator shall have absolute discretion and exclusive authority to grant or deny additional discovery upon the request of either party.
- **Applicable Law.** The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted.
- **Arbitrator Decision.** The arbitrator's decision will be final and binding. The arbitrator shall issue a detailed written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the arbitration hearing's completion.
- **Motions.** The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by video or telephone conference or in person as the arbitrator deems necessary. The arbitrator shall have the authority to set deadlines for completion of discovery, and for filing motions for summary judgment/adjudication or dispositive motions, and to set briefing schedules for any motions. The arbitrator shall have the authority to adjudicate any claim, cause of action, partial claim, or affirmative defense pursuant to a motion for summary adjudication and/or summary judgment or any other applicable dispositive motion. In deciding such motions, the arbitrator shall apply the substantive law applicable to the claim or cause of action.

- **Offers of Judgment.** Either party may serve an offer of judgment consistent with the Federal Rules of Civil Procedure.
- **Indirect Beneficiaries Covered by Agreement.** In addition to the School, this Agreement applies and inures to the benefit of third parties, that are alleged or otherwise deemed to manage, supervise or allegedly injure or damage (financially or otherwise) the School's employees, or operate as joint employers or co-employers of the School's employees (collectively "Indirect Beneficiaries") with respect to any Covered Claims.
- **Arbitration Fees and Costs.** Employer shall be responsible for the arbitrator's fees and arbitration costs. Each Party shall pay its own attorneys' fees and costs, if any. However, if any party prevails on a statutory or other claim which affords the prevailing party attorneys' fees and costs, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party consistent with applicable law. Any dispute as to the reasonableness of any fee or cost shall be resolved by the arbitrator.
- **Sole and Entire Agreement.** This Agreement expresses the entire Agreement of the parties regarding Arbitration and shall supersede any and all other agreements, oral or written, concerning arbitration. The Parties are not relying on any provisions or representations, other than those contained in the Memorandum and the Agreement. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. This Agreement can only be revoked or modified by the Parties in a writing signed by both Parties that specifically states an intent to revoke or modify this Agreement.
- **Severability.** If any provision of this Agreement is adjudged to be unlawful, void or otherwise unenforceable under the Federal Arbitration Act or any other applicable law, in whole or in part, the unlawful, void or unenforceable provision shall be severed to achieve the Parties' mutual objective of arbitration of their disputes to the fullest extent permitted by law. Any such adjudication or severance shall not affect the validity of the remainder of this Agreement to arbitrate.
- **Term of Agreement/At-Will Employment.** This Agreement to arbitrate shall survive the termination of Employee's employment. Nothing in this Agreement changes the at-will nature of employment.
- **Voluntary Agreement by Signature or Continued Employment.** By signing this Agreement or continuing employment with the School after receiving this Agreement, Employee acknowledges that Employee has read this Agreement, understands its terms, agrees to knowingly and voluntarily enter into the Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee's legal counsel and has utilized that opportunity to the extent desired.
- **Signatures.** A facsimile, scanned, copy, digital, electronic acknowledgment, electronic or photographic signature shall have the same force and effect as an original signature.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

Dated: _____

Employee Signature

Employee Printed Name

Dated: _____

AMPS Representative Signature

AMPS Representative Printed Name

4919-9196-8598, v. 1

Coversheet

Review and Consideration of Approval of 2025-26 Employment Agreements

Section:	V. Business II
Item:	E. Review and Consideration of Approval of 2025-26 Employment Agreements
Purpose:	Vote
Submitted by:	
Related Material:	Stacy Drakeford 2526 Employment Agreement.pdf Shandrea Wing 2526 Employment Agreement.pdf Sarah Carloni 2526 Employment Agreement.pdf Rose Azor 2526 Employment Agreement.pdf Phillip Ellingberg 2526 Employment Agreement.pdf Lena Walker 2526 Employment Agreement.pdf Maria Arechiga 2526 Employment Agreement.pdf Omar Padilla 2526 Employment Agreement.pdf Mary Busby 2526 Employment Agreement.pdf Marisol Magana 2526 Employment Agreement.pdf Jeffery McGunagle 2526 Employment Agreement.pdf Jillianne Whitfield 2526 Employment Agreement.pdf Kimberly Palmore 2526 Employment Agreement.pdf LaSonya Walker 2526 Employment Agreement.pdf John Lyons 2526 Employment Agreement.pdf Janice Galindo 2526 Employment Agreement.pdf Dezaree Doroliat 2526 Employment Agreement.pdf Gregg Pentony 2526 Employment Agreement.pdf Jasmine Landers 2526 Employment Agreement.pdf David Brown 2526 Employment Agreement.pdf Dennis Clark 2526 Employment Agreement.pdf

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [STACY DRAKEFORD]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Principal] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Principal] at John Henry High School. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$137,700.00 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT

Between

AMETHOD PUBLIC SCHOOLS & [SHANDREA WING]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Instruction] at Oakland Charter Academy. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[102,000.81] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [SARAH CARLONI]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Instruction] at Richmond Charter Academy. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[\$108,120.00] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [ROSE AZOR]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Dean of Instruction] at Benito Juarez Elementary. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$100,001.04 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [PHILLIP ELLINGBERG]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Principal] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Principal] at Oakland Charter Academy. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$151,250.09 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [LENA WALKER]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Payroll and Benefits Manager] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Payroll and Benefits Manager] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be [\$103,001.31] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [MARIA ARECHIGA]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Chief of Staff] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Chief of Staff] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[193,800] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

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Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

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The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

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The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [OMAR PADILLA]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Students] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Students] at John Henry High School The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[103,020.00] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [MARY BUSBY]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Sr. Director of Student Services and Special Education] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Sr. Director of Student Services and Special Education] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the

applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[**193,800.00**] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is

certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's

employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession, custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any

subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.

2. All information I have provided to AMPS related to my employment is true and accurate.
3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [MARISOL MAGANA]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Sr. Director of Operations] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Sr. Director of Operations] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[165,000] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

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9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

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The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [JEFFERY MCGUNAGLE]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Instruction] at John Henry High School. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[103,020.00] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [JILLIANNE WHITFIELD]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Principal] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Principal] at Downtown Charter Academy. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$127,500.17 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [KIMBERLY PALMORE]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Sr. Director of Finance and Administration] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Sr. Director of Finance and Administration] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[163,200.00] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [LASONYA WALKER]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Principal] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Principal] at Benito Juarez Elementary. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[\$151,053.84] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [JOHN LYONS]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Instruction] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[108,120.08] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [JANICE GALINDO]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Instruction] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Dean of Instruction] at Benito Juarez Elementary. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$100,000.80 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [DEZAREE DOROLIAT]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Associate Director of Student Services] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [Associate Director of Student Services] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[114,240.08] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [GREGG PENTONY]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Dean of Students] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Dean of Students] at Downtown Charter Academy The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[112,200.16] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [JASMINE LANDERS]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Principal] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Principal] at Richmond Charter Academy. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$127,500.00 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [DAVID BROWN]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Data Manager] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Data Manager] at Amethod Public School. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[102,000.00] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & [DENNIS CLARK]

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time
2. [Director of Technology] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of [Director Technology] at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. Work Schedule

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$ **131,019.16**] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

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9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

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The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

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The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

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D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

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

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Interim Chief Executive Officer

Subject to Board Approval

Coversheet

Review and Consideration of Approval of 2025-26 Aya Healthcare Contract

Section:	V. Business II
Item:	F. Review and Consideration of Approval of 2025-26 Aya Healthcare Contract
Purpose:	Vote
Submitted by:	
Related Material:	ED-MSA(AmethodPSSELPA-Aya)25-26_AyaSigned.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA AMETHOD PUBLIC SCHOOLS

Contract Year 2025-2026

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 years 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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2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Amethod Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Aya Healthcare, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Aya Healthcare, Inc (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services 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.

2. CERTIFICATION AND LICENSES

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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in

the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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 SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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).
- vi. 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 LEA 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational

provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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 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 the individual 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught

by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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. 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 parent/guardian withdrawal of student 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,

when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 *et seq.* 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 storing medications in a secure location and 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 pupils 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 set forth in paragraph 23, above, and 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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Aya Healthcare, Inc.
Nonpublic School/Agency

Amethod Public Schools
LEA Name

By:  7/14/2025
Signature Date

By: _____
Signature Date

Peter Kaufman – EVP, Enterprise Services
Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Attn: Facility Contracts, CC: Attn: Legal	Name and Title
Nonpublic School/Agency/Related Service Provider 5930 Cornerstone Court West, Suite 300	LEA
Address San Diego CA 92121	Address
City State Zip (866) 687-7390 (866) 687-7393	City State Zip
Phone Fax facilitycontracts@ayahealthcare.com	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2025-2026 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Aya Healthcare, Inc.

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

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: SEE RATE SHEET ATTACHED
- 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>	_____	_____
<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>		



Educational Services Division – Rate Sheet for Special Education

Amethod Public Schools – Starting Hourly Rate Ranges

Profession / Specialty		Regular hourly rate ranges:	
Therapy	Behavioral Therapy		
	Registered Behavior Technician (RBT)	\$65.00	\$85.00
	Board Certified Behavior Analyst (BCBA)	\$100.00	\$120.00
	Therapy		
	Speech Language Pathologist (SLP)	\$115.00	\$145.00
	Speech Language Pathologist (SLP) CFY	\$105.00	\$125.00
	Speech Language Pathologist Assistant (SLPA)	\$85.00	\$105.00
	Occupational Therapist (OT)	\$100.00	\$120.00
	Certified Occupational Therapist Assistant (COTA)	\$85.00	\$105.00
	Physical Therapist (PT)	\$100.00	\$120.00
	Physical Therapist Assistant (PTA)	\$85.00	\$105.00
	Mental Health / Counseling Services		
	School Psychologist	\$120.00	\$150.00
	School Social Worker	\$90.00	\$110.00
	School Counselor	\$85.00	\$105.00
	Teaching / Instruction		
	Special Education Teacher	\$105.00	\$125.00
	Teacher of the VI / DHH	\$115.00	\$125.00
	Nursing		
	Certified School Nurse (CSN)	\$95.00	\$105.00
	Registered Nurse (RN, BSN)	\$90.00	\$100.00
	LPN/LVN	\$65.00	\$75.00
	Certified Nursing Assistant (CNA)	\$50.00	\$60.00
	Support / Other Services		
	Paraprofessionals / Instructional Aides	\$50.00	\$60.00

*All rates can be adjusted and are subject to written agreement and approval by Aya Healthcare and the partnering facility.

EXHIBIT B: 2025-2026 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

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				
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)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

Review and Consideration of Approval of 2025-26 Ed Sped Solutions Contract

Section:	V. Business II
Item:	H. Review and Consideration of Approval of 2025-26 Ed Sped Solutions Contract
Purpose:	Vote
Submitted by:	
Related Material:	Ed Sped Solutions State SELPA 2025-2026 FINAL Master Contract.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA AMETHOD PUBLIC SCHOOLS

Contract Year 2025-2026

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 years 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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2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Amethod Public Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Ed Sped Solutions, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Amethod Public Schools, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado SELPA and Ed Sped Solutions, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services 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.

2. CERTIFICATION AND LICENSES

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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,

the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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 SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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).
- vi. 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 LEA 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational

provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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 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 the individual 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught

by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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. 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 parent/guardian withdrawal of student 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,

when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 *et seq.* 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 storing medications in a secure location and 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 pupils 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 set forth in paragraph 23, above, and 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 18th day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Ed Sped Solutions, Inc.
Nonpublic School/Agency

Amethod Public Schools
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Samantha Orozco/Director of Services
Name and Title of Authorized Representative

Adrienne Barnes, COO/CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Samantha Orozco/Director of Services

Adrienne Barnes, COO/CEO

Name and Title

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

Ed Sped Solutions, Inc.

Amethod Public Schools

Address

39159 Paseo Padre Pkwy Suite 205

Address

1450 Marina Way S, Suite 300

City

Fremont

State

CA

Zip

94538

City

Richmond

State

CA

Zip

94804

Phone

408-372-8280

Fax

Phone

510-436-0172

Fax

Email

nadia@edsped.com, director@edsped.com

Email

abarnes@amethodschools.org,
mbybusby@amethodschools.org

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: 2025-2026 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Ed Sped Solutions, Inc.The CONTRACTOR CDS NUMBER: NPA ID: 9901963PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: per ED Code

Maximum Contract Amount:

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>\$60</u>	<u>per hour</u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u>\$90</u>	<u>per hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$200</u>	<u>per hour</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$200</u>	<u>per hour</u>
<u>Assistive Technology Services (445)</u>	<u>\$150</u>	<u>per hour</u>
<u>Occupational Therapy (450)</u>	<u>\$150-\$175</u>	<u>per hour</u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>\$140</u>	<u>per hour</u>
<u>Counseling and Guidance (515)</u>	<u>\$140</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$140</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u>\$125</u>	<u>per hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>

<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>

<u>Other (900)</u>	<u>Psychoeducational Assessments \$3000 per evaluation</u>
<u>Other (900)</u>	<u>Academic Assessments \$1350 per evaluation</u>
<u>Other (900)</u>	<u>Speech Evaluation (Bilingual) \$2700 per evaluation</u>
<u>Other (900)</u>	<u>Adaptive Physical Education Evals \$2700 per evaluation</u>
<u>Other (900)</u>	<u>FBA/BIP Evaluations \$2750 per evaluation</u>
<u>Other (900)</u>	<u>Health Plan \$2500 per plan</u>
<u>Other (900)</u>	<u>Staff Health Trainings \$2750 per training</u>
<u>Other (900)</u>	<u>Paraeducator \$55 per hour</u>
<u>Other (900)</u>	<u>RBT/ Behavior Tech \$65 per hour</u>
<u>Other (900)</u>	<u>Document Translation \$25 per page</u>
<u>Other (900)</u>	<u>IEP Attendance \$400 Per Meeting</u>
<u>Other (900)</u>	<u>SCIA \$1250 per evaluation</u>

EXHIBIT B: 2025-2026 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

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				
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)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
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 Quarterly Monthly Other
Requirements: _____ _____ _____ (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-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

Review and Consideration of Approval of Rojas Janitorial Contract 2025-2026

Section:	V. Business II
Item: 2025-2026	I. Review and Consideration of Approval of Rojas Janitorial Contract
Purpose:	Vote
Submitted by:	
Related Material:	RJS - Service Agreement_final.pdf

Service Agreement

Rojas Building Solutions (RJS) is thrilled to serve your community by ensuring your facilities remain spotless! We are committed to managing all the services listed herein to provide comprehensive and meticulous maintenance for your premises.

Daily Duties

Classrooms & Offices:

- Empty trash and recycling bins.
- Dust and wipe down desks, chairs, and surfaces.
- Sweep and mop floors.
- Clean and sanitize door handles, light switches, and high-touch areas.
- Refill hand sanitizer and soap dispensers.
- Check and refill paper towels and tissue dispensers.
- Clean whiteboards and chalkboards.

Restrooms:

- Clean and disinfect toilets, urinals, and sinks.
- Refill soap, paper towels, and toilet paper
- Empty trash bins and sanitary disposal units.
- Sweep and mop floors with disinfectant.
- Clean mirrors and other fixtures.

Common Areas & Hallways:

- Sweep and mop floors.
- Clean and sanitize water fountains.
- Empty trash and recycling bins.
- Clean and wipe down benches, railings, and other surfaces.
- Check and clean entrance mats.

Cafeteria:

- Clean and sanitize tables and chairs.
- Sweep and mop floors.
- Empty trash and recycling bins.
- Clean and disinfect serving areas.

Weekly Duties

Classrooms & Offices:

- Perform a thorough dusting of all surfaces, including high areas like shelves and vents.
- Vacuum carpeted areas.
- Spot clean walls and remove any markings.

Restrooms:

- Deep clean and disinfect all fixtures, including partitions and walls.

- Scrub and clean floor drains.

Common Areas & Hallways:

- Dust and wipe down light fixtures and vents.
- Buff and polish floors where applicable.

Cafeteria:

- Deep clean kitchen areas including appliances and food preparation surfaces.
- Clean and sanitize waste bins.

Monthly Duties

Classrooms & Offices:

- Wash inside windows and glass partitions.
- Clean and disinfect upholstery on chairs and other furniture.

Restrooms:

- Perform a deep cleaning of grout and tile surfaces.
- Inspect and clean air vents and replace filters if necessary.

Common Areas & Hallways:

- Clean and polish all metal fixtures.
- Wash windows and glass doors.

Cafeteria:

- Clean and sanitize refrigerator and freezer exteriors.
- Perform a deep cleaning of storage areas.

Once a Year Duties

Classrooms & Offices:

- Strip and wax hard floors.
- Deep clean carpets with a professional carpet cleaner.
- Inspect and perform minor repairs on furniture and fixtures.

Restrooms:

- Deep clean and seal grout and tile surfaces.
- Inspect and report any plumbing issues.

Common Areas & Hallways:

- Refinish floors.
- Wash exterior windows for 1st floor windows - up to 8ft from the ground.

Cafeteria:

- Deep clean exhaust hoods and vents.
- Inspect and report any issues with kitchen equipment.

Reporting and Check-In Process:

Daily:

- The cleaning crew will report any maintenance issues or supply needs to the Facilities Department. The custodian/crew must provide a detailed description of the request and the site location.

Monthly:

- A detailed report summarizing the monthly duties completed will be submitted to the Director of Facilities.

Yearly:

- An annual report summarizing the once-a-year duties completed will be submitted.
- A meeting will be held with the Director of Facilities to review the year's performance and plan for the upcoming year.

Service Address and Monthly Charge for Janitorial Services

Name of School	sq ft	Bid Amount Monthly
Oakland Charter High School Address: 2365 Coolidge Avenue, Oakland, CA 94601	29,197	N/A - hourly
Oakland Charter Academy Address: 4215 Foothill Blvd, Oakland, CA 94601	17,776	\$3,500.00
Downtown Charter Academy (DCA) Address: 2100 Livingston St, Oakland, CA 94606	38,771	\$6,400.00
AMPS Home Office + Richmond Charter Academy Address: 1450 Marina Way South, Richmond, CA 94804	48,250	\$8,000.00
John Henry High School Address: 1402 Marina Way South, Richmond, CA 94804	37,990	\$6,400.00
Benito Juarez Elementary Address: 1450 Marina Way South, Richmond, CA 94804	48,250	\$8,000.00
Total Bid Amount Monthly		\$32,300.00

Terms and Conditions

This SERVICE AGREEMENT is made and entered into as of the 1st day of July, 2025 by and between Rojas Building Solutions (“RJS”) and Amethod Public Schools (“CLIENT”) and collectively addressed as the “Parties.”

Services Provided: Rojas Building Solutions (RJS) agrees to provide janitorial services. The date for services will be mutually agreed upon by the parties.

Invoices: RJS shall submit invoices to the Client for payment on the first day of the month, with payment due 30 days later.

Materials: All cleaning supplies, and usable/consumable materials/supplies will be provided by the CLIENT. Cleaning equipment will be provided by RJS.

Indemnification: RJS agrees to indemnify and hold harmless the CLIENT from any claims, damages, or liabilities arising out of RJS's services.

Compliance: RJS shall comply with all applicable laws, regulations, and safety standards while performing the cleaning services.

Insurance: RJS shall maintain appropriate insurance coverage, according to CLIENT’s minimum insurance requirements, including general liability insurance and worker's compensation insurance.

Term: This agreement is for a term of twelve (12) months and shall be automatically renewable annually on July 1, unless either party gives written notice of termination at least sixty (60) days prior to the proposed service year.

Termination: Notice of intent to terminate shall be given by a party desiring to terminate this contract a minimum of sixty (60) days (without cause) or thirty (30) days (with cause) before the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in writing.

Confidentiality: Both parties agree to keep confidential any proprietary or sensitive information obtained or disclosed during the term of this Agreement.

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

Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, understandings, or negotiations.

Signatures

Amethod Public Schools

Rojas Building Solutions

Representative Signature

Representative Signature

Printed Name

Printed Name

Title

Title

Date

Date

Coversheet

CEO Report

Section:	V. Business II
Item:	J. CEO Report
Purpose:	FYI
Submitted by:	
Related Material:	Acting CEO Report 7.18.2025.pptx

AMPS Leadership Presentation

Acting CEO Update

July 18, 2025



Renewals

- OCHS
 - Advisory Commission on Charter Schools - August 12
 - SBE Decision Hearing September 10-11

EF Professional Learning Trip

- 30+ educators
- Studied Swedish & Finnish Education systems
- Discussed global education/students
- Met Petteri Elo, Finnish educator & trainer



Visit to Finnish National Agency for Education



Visit to Finnish National Agency for Education



Visit to Hiidenkivi Comprehensive School



Visit to Hiidenkivi Comprehensive School



Visit to Hiidenkivi Comprehensive School



Visit to Hiidenkivi Comprehensive School



Visit to Hiidenkivi Comprehensive School



Visit to Hiidenkivi Comprehensive School



PHENOMENON BASED LEARNING

- Two periods in school year for each grade
- Four subjects gives 90 min. during the period
- Co-teaching, planning and evaluating
- Topics has been invented with students
- There are Transversal competences in center of phenomena

Traits of Finnish Education

Home-cooked meal everyday

Equity focus

Healthy balance between Instruction & Breaks

Trust & Autonomy

Flexible Curriculum & Life Skills

Teachers Loop w/classes

Highly Qualified Teachers/Professional Status

Finnish National Agency of Education

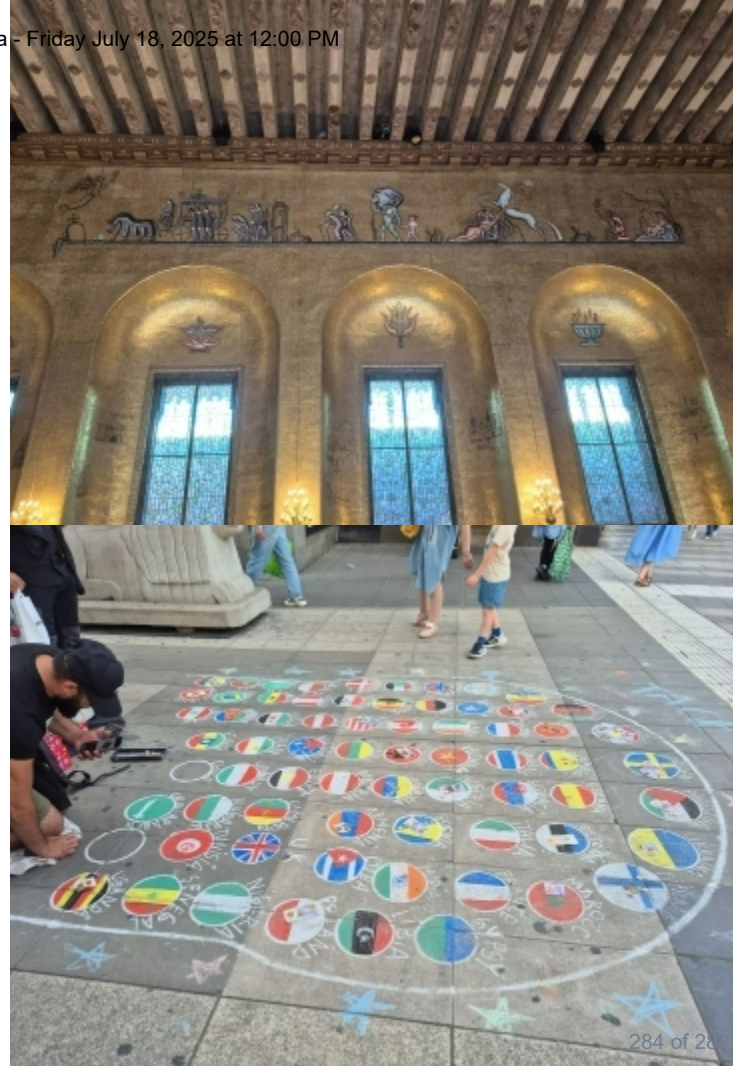
AMPS

HONOR HARD WORK

Sweden, Finland, Estonia



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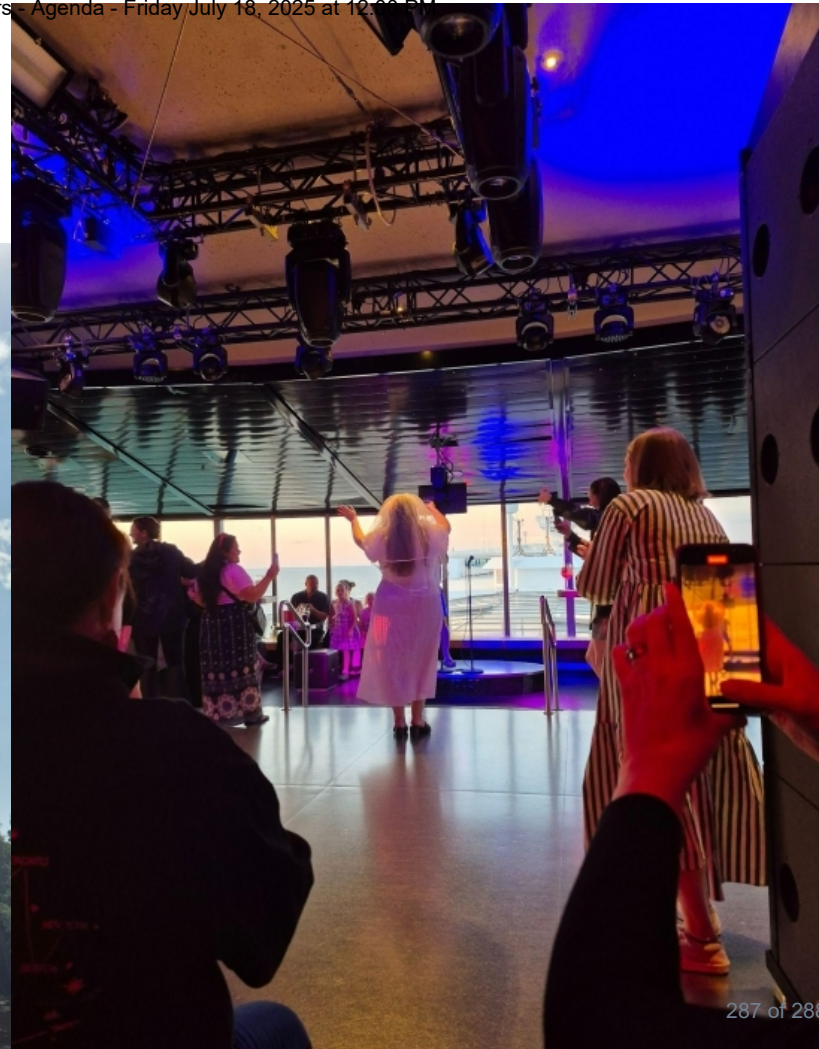
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Upcoming Dates

- July 23-25
 - Leadership Retreat
- August 1
 - Teachers return
- August 5-7
 - AMPS Summit
- August 12
 - School Starts
 - ACCS Hearing
- September 10-11
 - SBE Hearing