



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on August 10, 2026 at 4:35 PM PDT

Date and Time

Thursday August 13, 2026 at 6:00 PM PDT

Location

1450 Marina Way South, Richmond, CA 94804

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

Members of the public who wish to attend in person can join us 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 at our Oakland school site:

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

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 Board of Directors 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 may distribute additional information and/or documents to the Board of Directors after the agenda is posted and at the meeting; these items and the full Board packet are available for inspection in the AMPS Board Room (located at [1450 Marina Way S, Richmond, CA 94804](#)) and during the meeting. Any documents distributed to the Board of Directors during the meeting will be posted on the website Agenda following the meeting.

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			6:00 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			6:06 PM
A. Approval of 06/11/2026 Regular Board Meeting Minutes	Approve Minutes	Rodolfo Ornelas	1 m

	Purpose	Presenter	Time
III. Closed Session			6:07 PM
A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION	Discuss		30 m
Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (2 cases)			
IV. Business			6:37 PM
A. Review and Consideration of Approval of Provisional Internship Permits (PIP) Public Notice	Vote	Sally Li	3 m
Public comments			
B. Review and Consideration of Approval of Revised Declaration of Need for Fully Qualified Educators (CL-500) for DCA	Vote	Sally Li	3 m
Public comment			
C. Review and Consideration of Approval of Updated Fiscal Policies and Procedures	Vote	Adrienne Barnes	3 m
Public comment			
D. Review and Consideration of Approval of Employment Agreements 2026-2027 for M. Arechiga, M. Busby, and M. Magana	Vote	Adrienne Barnes	3 m
Public comment			
E. Review and Consideration of Approval of Employee Benefits Plan 2026-2027	Vote	Adrienne Barnes	3 m
Public comment			
F. Review and Consideration of Approval of MS Custom Painting Change Order	Vote	Marisol Magana	3 m
Public comment			
G. Review and Consideration of Approval of Garfias Flooring Change Order	Vote	Marisol Magana	3 m
Public comment			

	Purpose	Presenter	Time
H. Review and Consideration of Approval of Celebrations Speech Group Master Contract Public comment	Vote	Mary Busby	3 m
I. Review and Consideration of Approval of Get Empowered Master Purchase Order Public comment	Vote	Adrienne Barnes	3 m
J. AMPS Summer Update Public comment	FYI	Adrienne Barnes	10 m
V. Closing Items			7:14 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 06/11/2026 Regular Board Meeting Minutes

Section: II. Consent
Item: A. Approval of 06/11/2026 Regular Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the AMPS Board of Directors on June 11, 2026

DRAFT



Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Thursday June 11, 2026 at 6:00 PM

Location

1450 Marina Way South, Richmond, CA 94804

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

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Directors Present

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

Directors Absent

L. Martinez

Guests Present

A. Barnes, M. Arechiga, M. Busby, M. Magana, 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 Thursday Jun 11, 2026 at 6:05 PM.

B. Record Attendance

C. Announcements

No announcements.

D. Approval of the Agenda

R. Ornelas made a motion to approve the Agenda with exception of pulling item U.

D. Leung seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Public Comments on Non-Agenda Items

No public comments.

II. Consent

A. Approval of 05/14/2026 Regular Board Meeting Minutes

D. Leung made a motion to approve the consent agenda item and minutes from Regular Meeting of the AMPS Board of Directors on 05-14-26.

J. Lerma seconded the motion.

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

Roll Call

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

B. Approve May Check Register

III. Business I

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

Board Chair Rodolfo shared comparable executive compensation data for nearby charter schools and school districts, with base salaries ranging from \$206,200 to \$354,147. He noted that these market benchmarks directly relate to the CEO contract item listed on the agenda.

IV. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

The board reconvened from closed session at 8:15pm and there were no reportable actions.

B.

Public Employee Performance Evaluation (Gov. Code, § 54957)

C. Public Employment

V. Business II

A. Fiscal Oversight Committee Report

Board member Davis shared that the Fiscal Oversight Committee did not take any action and is not recommending any items for board approval. He shared the financial statements will be discussed into further detail with Prasanth from Charter Impact.

B. CEO Report

Adrienne, CEO reported that DCA and BJE charter renewals remain on track for July submissions while the team continues redefining roles and budgets for the 2026-2027 school year. Following the end of the school year and seven graduations, she outlined the summer schedule, which includes summer school, a staff break the week of June 29th, leadership retreats, staff returning August 3rd, and upcoming board meetings in August.

C. Review and Consideration of Approval of Consolidated Application for Federal Funding- Downtown Charter Academy

Prasanth from Charter Impact presented the draft 2026-2027 Spring ConApps application, an annual requirement across school sites to secure federal title program funding by the June 30th deadline. Upon board approval, the application will be submitted for all schools to receive funding specifically under Title I Part A, Title II Part A, and Title IV Part A.

D. Leung made a motion to approve Consolidated Application for Federal Funding- Downtown Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

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

D. Review and Consideration of Approval of Consolidated Application for Federal Funding- John Henry High School

R. Ornelas made a motion to approve Consolidated Application for Federal Funding- John Henry High School.

M. DiGiorgio seconded the motion.

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

Roll Call

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

E. Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Academy

D. Leung made a motion to approve Consolidated Application for Federal Funding- Richmond Charter Academy.

M. DiGiorgio seconded the motion.

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

Roll Call

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

F. Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Elementary - Benito Juarez

R. Ornelas made a motion to approve Consolidated Application for Federal Funding- Richmond Charter Elementary - Benito Juarez.

J. Lerma seconded the motion.

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

Roll Call

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

G. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Downtown Charter Academy

Prasanth shared that Education Protection Account (EPA) funding, established under Prop 30 and extended by Prop 55, requires schools to submit an annual spending plan restricted strictly to instructional costs. For Downtown Charter Academy, the proposed \$73,340 in projected EPA funds will be allocated entirely toward teacher salaries and benefits.

M. DiGiorgio made a motion to approve EPA Spending Plan 2026-2027- Downtown Charter Academy.

D. Leung seconded the motion.

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

Roll Call

L. Martinez Absent

J. Lerma Aye

M. DiGiorgio Aye

D. Leung Aye

R. Ornelas Aye

H. Review and Consideration of Approval of EPA Spending Plan 2026-2027- John Henry High School

Prasanth stated that the projected \$57,040 in EPA funds for John Henry High School for the 2026-2027 school year must be restricted to instructional costs. The proposed budget allocates this entire amount toward certificated staff salaries and associated benefits.

J. Lerma made a motion to approve EPA Spending Plan 2026-2027- John Henry High School.

D. Leung seconded the motion.

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

Roll Call

R. Ornelas Aye

L. Martinez Absent

J. Lerma Aye

M. DiGiorgio Aye

D. Leung Aye

I. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Academy

Prasanth stated that EPA funding for RCA is projected at \$807,739 for the 2026-2027 school year and must be restricted entirely to instructional spending. The proposed budget allocates the full amount toward certificated staff salaries and associated benefits.

D. Leung made a motion to approve EPA Spending Plan 2026-2027- Richmond Charter Academy.

R. Ornelas seconded the motion.

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

Roll Call

D. Leung Aye

L. Martinez Absent

M. DiGiorgio Aye

R. Ornelas Aye

J. Lerma Aye

J. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Elementary- Benito Juarez

Prasanth confirmed that the projected \$82,802 in EPA funds for BJE for the 2026-2027 school year will be restricted entirely to instructional costs, with the proposed budget allocating the full amount toward certificated staff salaries and associated benefits.

R. Ornelas made a motion to approve EPA Spending Plan 2026-2027- Richmond Charter Elementary- Benito Juarez.

M. DiGiorgio seconded the motion.

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

Roll Call

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

K. Review 2025-26 Local Indicators

Mary, Senior Director of Student Services and Special Education presented the California School Dashboard local indicators, which assess key areas such as basic services, standards implementation, parent engagement, and school climate. Across all sites, facilities were reported in good repair, all students had access to curriculum, and schools demonstrated positive progress toward high-quality educational programs. Individual campuses highlighted achievements in professional development, academic standards, CTE pathway development, and parent-community decision-making partnerships. Additionally, a new pilot program was introduced to bridge middle and high school connections by having older students mentor middle schoolers.

L. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Downtown Charter Academy

Mary requested the board's approval for the 2026-2027 LCAP for all schools, which outlines the organization's ongoing commitment to enhancing student outcomes through high-quality instruction, family engagement, and supportive learning environments. She noted that the plan was developed using stakeholder feedback, student achievement data, and organizational priorities to support strategic actions tailored to student needs.

D. Leung made a motion to Adopt Local Control Accountability Plan (LCAP) - Downtown Charter Academy.

M. DiGiorgio 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 Absent

M.

**Review and Consideration of Adoption of Local Control Accountability Plan (LCAP)
- John Henry High School**

R. Ornelas made a motion to Adopt Local Control Accountability Plan (LCAP) - John Henry High School.

D. Leung seconded the motion.

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

Roll Call

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

**N. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP)
- Richmond Charter Academy**

M. DiGiorgio made a motion to Adopt Local Control Accountability Plan (LCAP) - Richmond Charter Academy.

R. Ornelas seconded the motion.

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

Roll Call

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

**O. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP)
- Richmond Charter Elementary - Benito Juarez**

R. Ornelas made a motion to Adopt Local Control Accountability Plan (LCAP) - Richmond Charter Elementary - Benito Juarez.

D. Leung seconded the motion.

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

Roll Call

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

P. 2026-2027 Budget Presentation

Prasanth presented the 2026-2027 budget for Downtown Charter Academy using conservative projections of 386 enrolled students and 95% attendance, along with a

4.31% COLA based on the Governor's May Revision. DCA is projecting revenue per ADA of \$20,625 against expenses per ADA of \$20,436, generating budget surpluses for both 26-27 and the out years. State aid (LCFF) accounts for 70% of the total revenue, complemented by \$1.89 million from other state sources like SPED, SB740, lottery, ELOP, ASES, Prop 28, and SSPDBG. Personnel costs make up approximately 49% of total expenses. DCA maintains a healthy financial position with an expected fund balance of 64.1% and a projected year-end cash balance of approximately \$4 million.

For John Henry High School, enrollment is projected conservatively at 310 students with 92% attendance using the same May Revision COLA assumptions. Total revenue is projected at \$6.433 million, with state aid representing 75% (\$4.8 million), federal revenues at \$270,000, and other state funding at \$1.189 million, against projected expenses of \$6.339 million (\$22,229 per ADA). Personnel costs represent about 48% of total expenses. The model projects continued surpluses into the out years, a fund balance of 28.6% of total expenses at the end of 26-27, and a strong projected year-end cash balance of \$4.1 million.

Richmond Charter Academy's budget is built on an enrollment projection of 320 students and 93% attendance. Total revenue is estimated at \$6.019 million (\$20,228 per ADA), driven by 70% state aid, \$281,000 in federal funds, and \$1.433 million in other state revenues. Total expenses are projected at \$5.973 million (\$20,072 per ADA), with personnel costs accounting for 48% of the budget. RCA anticipates modest surpluses in 26-27 and out years, ending the fiscal year with a 13.4% fund balance (above CDE requirements) and a healthy cash balance of \$3.3 million.

Benito Juarez Elementary's 2026-2027 budget projects an enrollment of 480 students with 92.5% attendance, generating an estimated \$68,000 surplus in 26-27 alongside continued growth in the out years. State aid accounts for 67.6% of total revenue, supplemented by \$400,000 in federal revenue, \$2.639 million in other state funding (including ELOP, ASES, Prop 28, and SSPDBG), and local parcel tax revenue. Total expenses are budgeted at \$9.756 million, with personnel costs comprising about 43%. BJE maintains a robust financial profile with a projected year-end fund balance of 34.8% and strong cash reserves expected to reach around \$5.5 million.

Board Chair Rodolfo asked for clarification on whether the projected cash balances presented for each school site represent only their reserves. Prasanth clarified that the stated figures represent the total cash balance, which includes both the operating cash balance and the site's reserves.

Q. Review and Consideration of Adoption of 2026-2027 Budget - Downtown Charter Academy

D. Leung made a motion to adopt 2026-2027 Budget - Downtown Charter Academy.
R. Ornelas seconded the motion.

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

Roll Call

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

R. Review and Consideration of Adoption of 2026-2027 Budget - John Henry High School

R. Ornelas made a motion to adopt 2026-2027 Budget - John Henry High School.

J. Lerma 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 Absent

S. Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Academy

M. DiGiorgio made a motion to adopt 2026-2027 Budget - Richmond Charter Academy.

D. Leung seconded the motion.

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

Roll Call

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

T. Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Elementary - Benito Juarez

R. Ornelas made a motion to adopt 2026-2027 Budget - Richmond Charter Elementary - Benito Juarez.

D. Leung seconded the motion.

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

Roll Call

M. DiGiorgio Aye
R. Ornelas Aye
L. Martinez Absent

Roll Call

J. Lerma Aye
D. Leung Aye

U. Review and Consideration of Approval of Prop 28 Annual Reports

Item was removed from the agenda.

V. Review and Consideration of Approval of 2026-27 Insurance Proposal

Maria, COS presented proposals from CharterSafe (\$572,090) and Marsh (\$499,242), noting that while Marsh offered a lower cost, it could not replicate CharterSafe's higher liability limits or coverage for historical claims dating back to 2013. The exposure risks outweighed the potential savings, staff recommended renewing general insurance and workers' compensation coverage with CharterSafe.

D. Leung made a motion to Approve 2026-27 CharterSafe Insurance Proposal.

M. DiGiorgio seconded the motion.

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

Roll Call

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

W. Review and Consideration of Approval of 2026-27 Measure Ed Contract

Maria recommended renewing the contract with Measure Ed for data management services after negotiating their initial 12% per-school rate increase down to 8%. Due to serving fewer schools overall, the total contract cost is lower at \$85,438 while maintaining a strong, reliable vendor partnership.

R. Ornelas made a motion to approve 2026-27 Measure Ed Contract.

M. DiGiorgio seconded the motion.

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

Roll Call

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

X. Review and Consideration of Approval of 2026-27 Revolution Foods Addendum

Marisol, Senior Director of Operations presented a contract addendum extending the agreement with Revolution Foods for bundled meal services through the 2026-2027

school year (starting July 1, 2026). She noted that pricing remains unchanged with no rate increase, allowing the school to simply continue services.

D. Leung made a motion to approve 2026-27 Revolution Foods Addendum.

M. DiGiorgio seconded the motion.

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

Roll Call

L. Martinez Absent

R. Ornelas Aye

D. Leung Aye

J. Lerma Aye

M. DiGiorgio Aye

Y. Review and Consideration of Approval of Amendment to Rojas Janitorial Contract

Marisol presented a contract amendment for Rojas Janitorial to continue services while maintaining the same pricing structure as the current school year, with the key change being a shift to an hourly rate for the OCA. Across all four schools, the total cost for these services will be \$28,800 per month.

R. Ornelas made a motion to approve Amendment to Rojas Janitorial Contract.

M. DiGiorgio seconded the motion.

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

Roll Call

R. Ornelas Aye

J. Lerma Aye

D. Leung Aye

M. DiGiorgio Aye

L. Martinez Absent

Z. Review and Consideration of Approval of 26-2027 The Education Team (TET) Substitute Contract

Adrienne presented a renewal contract for substitute services, noting that the next 4 agenda items are being renewed primarily to ensure organizational compliance. She clarified that while there is no requirement or obligation to use the vendor's services, the school utilizes them as needed for substitute staffing.

M. DiGiorgio made a motion to approve 26-2027 The Education Team (TET) Substitute Contract.

R. Ornelas seconded the motion.

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

Roll Call

M. DiGiorgio Aye

R. Ornelas Aye

L. Martinez Absent

J. Lerma Aye

D. Leung Aye

AA. Review and Consideration of Approval of 26-2027 Scoot Education Substitute Addendum

R. Ornelas made a motion to approve 26-2027 Scoot Education Substitute Addendum.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AB. Review and Consideration of Approval of 26-2027 Swing Education Substitute Contract

R. Ornelas made a motion to approve 26-2027 Swing Education Substitute Contract.

D. Leung seconded the motion.

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

Roll Call

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

AC. Review and Consideration of Approval of Sub Teacher Source (Industry Specific Solution) Substitute Contract

D. Leung made a motion to approve Sub Teacher Source (Industry Specific Solution) Substitute Contract.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AD. Review and Consideration of Approval of Aya Healthcare 2026-27 Master Contract

Mary presented proposed master contract renewals for special education services, noting that the next three agenda items are similar in scope. She explained that these

agreements ensure eligible students continue to receive necessary support while maintaining full compliance with federal and state regulations.

R. Ornelas made a motion to approve Aya Healthcare 2026-27 Master Contract.

M. DiGiorgio seconded the motion.

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

Roll Call

R. Ornelas Aye

M. DiGiorgio Aye

J. Lerma Aye

L. Martinez Absent

D. Leung Aye

AE. Review and Consideration of Approval of Ed Sped Solution 2026-27 Master Contract

M. DiGiorgio made a motion to approve Ed Sped Solution 2026-27 Master Contract.

D. Leung seconded the motion.

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

Roll Call

D. Leung Aye

M. DiGiorgio Aye

J. Lerma Aye

L. Martinez Absent

R. Ornelas Aye

AF. Review and Consideration of Approval of Seneca 2026-27 Master Contract

R. Ornelas made a motion to approve Seneca 2026-27 Master Contract.

D. Leung seconded the motion.

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

Roll Call

R. Ornelas Aye

J. Lerma Aye

D. Leung Aye

M. DiGiorgio Aye

L. Martinez Absent

AG. Review and Consideration of Approval of 2026-27 HVAC Legacy Maintenance Agreements

Marisol presented the HVAC Preventative Maintenance Agreement for all three buildings, totaling \$44,042. She noted that this agreement is necessary to ensure ongoing system efficiency and maintain proper climate control across the facilities.

D. Leung made a motion to approve 2026-27 HVAC Legacy Maintenance Agreements.

R. Ornelas seconded the motion.

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

Roll Call

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

AH. Review and Consideration of Approval of USA Shade Project for Downtown Charter Academy

Marisol presented a \$192,878.24 contract with U.S. Shade, to construct engineered shading structures. This project will benefit Downtown Charter Academy, where students regularly eat lunch outdoors.

M. DiGiorgio made a motion to approve USA Shade Project for Downtown Charter Academy.

R. Ornelas seconded the motion.

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

Roll Call

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

AI. Review and Consideration of Approval of Custom Painting Contracts

Marisol requested approval for a \$140,960 custom painting contract to refresh classrooms, common areas, and hallways ahead of an upcoming Williams facilities walkthrough. The project intentionally excludes administrative offices to focus resources directly on instructional and shared student spaces.

R. Ornelas made a motion to approve Custom Painting Contracts.

J. Lerma seconded the motion.

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

Roll Call

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

AJ. Review and Consideration of Approval of Kya HVAC Contract for Benito Juarez Elementary

Marisol requested approval to replace aging HVAC equipment at BJE, noting that two of the site's four 75-ton Trane units have been in service since 1999, with one currently

operating at only 50% capacity. Backed by a CMAS agreement, the total project cost to replace the unit is \$547,100.

Board Chair Rodolfo asked whether the organization had explored applying for state capacity grants for HVAC systems.

Marisol confirmed that an application was submitted under the local benefit grant, though a decision will not be made until November. She explained that due to long lead times of 6 to 12 months for the HVAC units, they are proceeding now to ensure timely replacement and support for the facilities.

D. Leung made a motion to approve Kya HVAC Contract for Benito Juarez Elementary.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AK. Review and Consideration of Approval of Garfias Flooring Inc. Replacement and Repair Proposal for Downtown Charter Academy

Marisol presented a \$83,889.26 proposal from Garfia's Flooring Inc. for Downtown Charter Academy to replace hallway carpeting with tile and repair the dance room floor to ensure safety compliance.

M. DiGiorgio made a motion to approve Garfias Flooring Inc. Replacement and Repair Proposal for Downtown Charter Academy.

D. Leung seconded the motion.

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

Roll Call

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

AL. Review and Consideration of Approval of Bay Pro Landscaping Service Proposals for 1402 and 1450 Marina Way South

Marisol requested board approval for Bay Pro Landscaping Service Proposals regarding landscaping and irrigation services because cumulative annual expenditures have reached the CEO's authorized spending threshold.

R. Ornelas made a motion to approve Bay Pro Landscaping Service Proposals for 1402 and 1450 Marina Way South.

D. Leung seconded the motion.

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

Roll Call

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

AM. Review and Consideration of Approval of Amplify Science & Math Curriculum Quotes

R. Ornelas made a motion to approve Amplify Science & Math Curriculum Quotes.

D. Leung seconded the motion.

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

Roll Call

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

Mary requested board approval quotes for Amplify Science & Math curriculum materials, including updated science kits and new science curriculum for DCA. Approving these replacement materials ensures teachers and students have the necessary resources ready for implementation at the start of the school year.

AN. Review and Consideration of Approval of Savvas ELA Curriculum Quotes

Mary requested board approval for the purchase of Savvas curriculum materials, which serve as the organization's standards-aligned English Language Arts curriculum. She stated this is a new curriculum that is replacing Springboard.

R. Ornelas made a motion to approve Savvas ELA Curriculum Quotes.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AO. Review and Consideration of Approval of Family Handbook 2026-2027

Maria presented the annual family handbook, noting that staff updated operational items and incorporated new policy language.

R. Ornelas made a motion to approve Family Handbook 2026-2027.

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

Roll Call

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

AP. Review and Consideration of Approval of Employee Handbook 2026-2027

Adrienne presented minimal updates to the employee handbook to clarify benefits for 11-month employees and align vacation policy language with California law. She added that staff plan to conduct a deeper review of the handbook and bring additional proposed changes back to the board in the fall.

R. Ornelas made a motion to approve Employee Handbook 2026-2027.

D. Leung seconded the motion.

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

Roll Call

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

AQ. Review and Consideration of Approval of Oakland Charter Academy Closure

Appointee

Adrienne, recommended Kelly Le to be the Oakland Charter Academy Closure Appointee.

D. Leung made a motion to appoint Kelly Le as the Oakland Charter Academy Closure Appointee.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AR. Review and Consideration of Approval of Oakland Charter Academy Closure Plan

Adrienne shared that under the closure plan, OCA will cease operations on June 30th and will not hold a summer school session. Students will be placed in other schools next year, while staff received notices allowing them to apply for positions within the network.

Additionally, all school records will be stored on AMPS property while staff continue reviewing assets and liabilities to prepare an asset reallocation schedule for board review.

R. Ornelas made a motion to approve Oakland Charter Academy Closure Plan.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AS. Review and Consideration of Conditional Approval of Downtown Charter Academy Charter Renewal Petition

Adrienne presented the conditional approval for the Downtown Charter Academy DCA charter renewal petition, noting that while the updated petition was submitted late the previous night and substantially represents DCA's growth and expansion, staff are requesting delegated authority for the executive committee to finalize and approve the renewal petition once remaining minor adjustments are completed.

R. Ornelas made a motion to grant the authority to the Executive Committee to review and approve the Downtown Charter Academy Charter Renewal Petition.

D. Leung seconded the motion.

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

Roll Call

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

AT. Review and Consideration of Conditional Approval of Richmond Charter Elementary- Benito Juarez Charter Renewal Petition

R. Ornelas made a motion to grant the authority to the Executive Committee to review and approve the Richmond Charter Elementary- Benito Juarez Charter Renewal Petition.

D. Leung seconded the motion.

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

Roll Call

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

AU. Review and Consideration of Approval of Annual Notices

Maria presented the annual notices required by California to be posted across county offices, noting that the document was reviewed by legal with minimal changes beyond state-mandated updates.

M. DiGiorgio made a motion to approve Annual Notices.

R. Ornelas seconded the motion.

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

Roll Call

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

AV. Review and Consideration of Approval of Student Mobile Device Policy

Maria presented the new student mobile device policy required as of July 1st regarding smartphones and other mobile devices, noting that staff crafted the policy to balance school operations with state-mandated legal requirements.

R. Ornelas made a motion to conditionally approve Student Mobile Device Policy with language adjustment to secure storage to minimize risk.

D. Leung seconded the motion.

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

Roll Call

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

AW. Review and Consideration of Approval of Professional Boundaries Policy (SB848)

Maria presented an updated professional boundaries policy pursuant to AB 848, extending existing staff boundary standards to cover contractors, volunteers, board members, and anyone interacting with students.

R. Ornelas made a motion to approve Professional Boundaries Policy (SB848).

M. DiGiorgio seconded the motion.

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

Roll Call

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

AX. Review and Consideration of Approval of Extreme Weather Policy

Marisol presented a new extreme weather policy required by August 1st, incorporating frameworks from the California Department of Education and the California Department of Public Health to establish guidelines for modifying or canceling outdoor activities during environmental hazards such as extreme heat and wildfire smoke.

D. Leung made a motion to approve Extreme Weather Policy.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AY. Review and Consideration of Approval of Wellness Policy

Marisol presented updates to the organization's wellness policy, which was previously updated in 2017 and 2021, to align language with current operations, specifically updating guidelines around student meals to maintain compliance and eligibility with the National School Lunch and School Breakfast Programs.

R. Ornelas made a motion to approve Wellness Policy.

M. DiGiorgio seconded the motion.

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

Roll Call

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

AZ. Review and Consideration of Approval of Updated Fiscal Policies and Procedures

Adrienne presented updates to the fiscal policies and procedures, noting that updates were primarily technical and clarifying since the policy was already robust. Key changes included reducing the CEO delegation expense from \$1,000 to \$500 and clarifying federal spending thresholds as previously requested by the board. Additionally, the revised policy removes the withholding of report cards for insufficient funds checks and clarifies the CEO's approval authority for employment agreements exceeding \$100,000.

Board Chair Rodolfo suggested modifying, rather than removing the policy on CEO compensation approval by raising the threshold to \$160,000, ensuring that any salaries exceeding \$160,000 would still require board review and approval.

R. Ornelas made a motion to approve Updated Fiscal Policies and Procedures with amendment to to allowing CEO to approve employment contracts up to 160k.

M. DiGiorgio seconded the motion.

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

Roll Call

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

BA. Student Enrollment/Recruitment Update & ADA Reflection

Marisol presented an update on current enrollment metrics and ADA. First, she covered offer commitments, waitlists, and intent-to-return data across the schools, noting that John Henry missed its entry-level target with 74 students but is seeing recent progress from pending offers. Next, she shared survey feedback from 14 families who declined offers for John Henry, citing geographic and transit barriers, acceptance into first-choice schools, and a desire for specialized support for neurodivergent or LGBTQ+ students. To address these concerns, staff are pivoting campaign strategies to highlight existing IEP and inclusive supports, launching carpooling networks to satisfy conditional use permit requirements, and scheduling direct school tours with prospective families. Finally, Marisol reviewed P2 attendance data through April 3, 2026, showing that most schools maintained ADA rates in the 90% range, while Oakland Charter Academy experienced a drop late in the school year.

BB. Staffing/Talent Acquisition and Credentialing Report

Sally presented an update on recruitment, staffing vacancies, and teacher credentialing across AMPS schools. She reported that open positions decreased from 32 to 27, representing a 16% reduction in overall vacancies with 11 positions filled during the reporting period compared to seven in the prior period. Talent acquisition efforts yielded over 260 proactive candidate outreaches, leading to 45 candidate screens and 30 qualified applicants presented to school leaders. With leadership positions fully staffed, recruitment resources remain focused on instructional roles, which account for 73% of remaining vacancies. Finally, Sally noted that credentialing and placement finalizations for returning and new teachers will continue throughout the summer to ensure full operational readiness for the upcoming school year.

BC. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Downtown Charter Academy

Sally presented a document requesting approval for limited assignment permits and support for the 26-27 school year. She noted that it is similar to the document brought to the board the previous month, confirming that a diligent search was conducted for fully

qualified educators to maintain compliance with California teacher credentialing requirements..

R. Ornelas made a motion to Approve Declaration of Need for Fully Qualified Educators (CL-500)- Downtown Charter Academy.

D. Leung seconded the motion.

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

Roll Call

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

BD. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Richmond Charter Academy

R. Ornelas made a motion to approve Declaration of Need for Fully Qualified Educators (CL-500)- Richmond Charter Academy.

J. Lerma seconded the motion.

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

Roll Call

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

BE. Review and Consideration of Approval of Master Purchase Order

Marisol presented a proposed master purchase order for current vendors, requesting pre-approval up to set limits so that staff can handle emergencies and continue essential work without inadvertently exceeding authorized limits for the CEO.

D. Leung made a motion to approve Master Purchase Order.

M. DiGiorgio seconded the motion.

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

Roll Call

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

BF. Oral Report of Executive Compensation Paid to the Chief Executive Officer

Board Chair Rodolfo reported the proposed Chief Executive Officer employment agreement prior to the board vote, outlining the required legal disclosures and contract

terms. The agreement establishes a fixed three-year term running from July 1, 2026, to June 30, 2029, with an annual base salary of \$286,516. It also includes participation in employee health and retirement benefits, 160 hours of annual vacation, 12 days of annual sick leave, and a \$50,000 life insurance policy. Rodolfo then moved for board approval, stating that the overall compensation is fair and reasonable when compared to executive pay at similar regional schools.

BG. Approval of Employment Agreement for Chief Executive Officer

R. Ornelas made a motion to approve Employment Agreement for Chief Executive Officer.

D. Leung seconded the motion.

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

Roll Call

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

BH. Review and Consideration of Approval of Amended AMPS Bylaws

Board Chair Rodolfo presented proposed amendments to the organization's bylaws, noting that feedback from legal review by YMC informed the adjustments. The revisions aim to restore appropriate balance by moving operational powers away from the board chair and back to full board governance and oversight. Additionally, the changes adjust board terms to be more feasible, clean up language to align with current law, and structure the bylaws so they remain adaptable without requiring frequent updates when legislation shifts.

D. Leung made a motion to approve Amended AMPS Bylaws.

M. DiGiorgio seconded the motion.

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

Roll Call

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

BI. Review and Consideration of Approval of Salary Bands 2026-2027

Adrienne presented the 2026-2027 salary bands and stipends, which underwent review by the HR team. For school sites, long-term substitute rates were increased, and adjustments were made to expand the lunch traffic monitor and administrative assistant positions, while stipends remained unchanged. Additionally, adjustments were made to the home office salary bands, specifically increasing pay for most hourly roles.

D. Leung made a motion to approve Salary Bands 2026-2027.

J. Lerma seconded the motion.

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

Roll Call

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

BJ. Review and Consideration of Approval of Board Meeting Calendar 2026-2027

Adrienne presented the proposed Board Meeting Calendar, explaining that meetings are scheduled consistently on Thursdays while accounting for necessary adjustments due to holidays. Additionally, two optional/discretionary meeting dates, August 13th and March 18th were added to the schedule to be used as needed if there are agenda items to address.

R. Ornelas made a motion to approve Board Meeting Calendar 2026-2027.

M. DiGiorgio seconded the motion.

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

Roll Call

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

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:04 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 and Consideration of Approval of Provisional Internship Permits (PIP) Public Notice

Section: IV. Business
Item: A. Review and Consideration of Approval of Provisional Internship
Permits (PIP) Public Notice
Purpose: Vote
Submitted by: Sally Li
Related Material: Approval of Provisional Internship Permits 2026-2027.docx.pdf

BACKGROUND:

The California Commission on Teacher Credentialing requires Board approval to assign certificated personnel on a Provisional Internship Permit. This permit indicates that Amethod Public Schools thoroughly searched for a qualified credentialed teacher or intern teacher. Below is the name of the employee and the subject area assigned for the 2026-2027 school year for Benito Juarez Elementary, Richmond Charter Academy, Downtown Charter Academy, and John Henry High School.

RECOMMENDATION:

Staff recommends the Board to approve the stated employees and their assignment for the 2026-2027 school year.



Regular Board Meeting of August 13, 2026

To: AMPS Board of Directors

FROM: HR Department

SUBJECT: Approval of Provisional Internship Permits

DATE: 08/10/2026

Background:

The California Commission on Teacher Credentialing requires Board approval to assign certificated personnel on a Provisional Internship Permit. This permit indicates that Amethod Public Schools thoroughly searched for a qualified credentialed teacher or intern teacher. Below is the name of the employee and the subject area assigned for the 2026-2027 school year for Benito Juarez Elementary, Richmond Charter Academy, Downtown Charter Academy, and John Henry High School.

Provisional Internship Permits

Benito Juarez Elementary

- Luckshini Prasanna- 1st Grade Teacher, Multiple Subject Provisional Internship Permit
- Fernando Ramos- PE Teacher- Single Subject, Provisional Internship Permit

Richmond Charter Academy

- Hannah Tabada- 7th Grade Math Teacher, Single Subject Provisional Internship Permit

Downtown Charter Academy

- Pooja Chaudhary- 8th Grade Science Teacher, Single Subject Provisional Internship Permit

John Henry High School

- Jonathan Chang- Math Teacher (Algebra 1), Single Subject Provisional Internship Permit

Recommendation:

Staff recommends the Board to approve the stated employees and their assignment for the 2026-2027 school year.

Amethod Public Schools

Coversheet

Review and Consideration of Approval of Revised Declaration of Need for Fully Qualified Educators (CL-500) for DCA

Section: IV. Business
Item: B. Review and Consideration of Approval of Revised Declaration of Need for Fully Qualified Educators (CL-500) for DCA
Purpose: Vote
Submitted by: Sally Li
Related Material: Revised Declaration of Need 26-27 DCA.pdf

BACKGROUND:

The Declaration of Need is a certification to the California Commission on Teacher Credentialing that a diligent search was conducted for fully qualified educators. The DON is requesting for limited-assignment permits and CLAD/English Learner Authorization for Downtown Charter Academy for the 2026-2027 school year.

RECOMMENDATION:

Staff recommends approval.



State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-2027

Revised Declaration of Need for year: 2026-2027

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Downtown Charter Academy District CDS Code: 61259

Name of County: Alameda County County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 8/13/2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

Adrienne Barnes

CEO

Name

Signature

Title

510-436-0173

510-436-0172

Fax Number

Telephone Number

Date

1450 Marina Way South, Richmond, CA 94804

Mailing Address

abarnes@amethodschools.org

Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

2

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

Emergency Transitional Kindergarten (ETK)

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	2
Special Education	
TOTAL	2

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	1
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	1- ELD

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. Insufficient capacity at this time.

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

REACH University

If no, explain why you do not participate in an internship program.

Coversheet

Review and Consideration of Approval of Updated Fiscal Policies and Procedures

Section:	IV. Business
Item:	C. Review and Consideration of Approval of Updated Fiscal Policies and Procedures
Purpose:	Vote
Submitted by:	Adrienne Barnes
Related Material:	DRAFT AMPS Fiscal Policies & Procedures_8.2026_Redlined.pdf DRAFT AMPS Fiscal Policies & Procedures_8.2026_Clean.pdf

BACKGROUND:

Revised Fiscal Policies and Procedures, updating the board's approval of employment agreements to C-level employees.

RECOMMENDATION:

Staff recommends approval.



Fiscal Policies and Procedures

BOARD APPROVED: ~~June 11, 2026~~

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PURPOSE AND INTENT

The purpose of these fiscal policies and procedures is to document the policies and internal controls that support the successful operation of Amethod Public Schools (“AMPS” or “Network”) and its schools. The intent is to align with and follow legal and official regulations that apply to charter schools and non-profit corporations in the State of California as well as the additional best practices and sound internal controls that are recommended or required by AMPS’ authorizers, lenders, funders, and other experts such as the California Charter School Association (CCSA), Charter School Development Center (CSDC), the California Department of Education (CDE), and California’s Fiscal Crisis and Management Assistance Team (FCMAT).

The policies and procedures are reviewed at least annually by AMPS staff and advisors for compliance with new requirements and evolving guidance from the sources above, and changes are brought to the AMPS Board for approval as needed.

EXPENDITURE APPROVAL

Avoiding Conflicts of Interest

It is essential to avoid any conflicts of interest when making expenditure recommendations or decisions. A conflict of interest exists when an individual involved in a recommendation or decision has a personal financial interest in the outcome of the decision and does either of the following:

- Participates in decision-making related to that item.
- Influences, or attempts to influence, others making a contract or decision related to that item whether the attempt occurs inside or outside a board meeting.

AMPS has adopted and published a Conflict of Interest Code that has been approved by the AMPS Board and complies with the Fair Political Practices Commission (FPPC). Any potential conflicts of interest that might come into play with any expenditure recommendations or decisions must be disclosed by the employee or Board member and addressed pursuant to AMPS’s Conflict of Interest Code.

Authorization of Expenditures

Authorizing AMPS School and Network Expenditures:

- All contracts, purchases, or other expenditures (collectively referred to hereafter as “Expenditures”) made on behalf of any of the schools must be approved by the Principal or equivalent. The Chief Executive Officer (CEO), Chief of Staff (CS), Chief Operations Officer (COO), and Chief Academic Officer (CAO), collectively the “C-Suite”, and Home Office Directors may also approve Expenditures on behalf of schools, up to their relative approval limits.
- Expenditures limits shall be measured on a fiscal year basis (July 1 - June 30).
- All Expenditures in excess of \$5,000 made on behalf of a single school site or the network as a whole (across multiple schools) must be approved by a Senior Director.

- All Expenditures in excess of \$10,000 must be approved by a member of the C-Suite.
- All Expenditures in excess of \$25,000, must be approved by the CEO.
- All Expenditures in excess of \$50,000, must be approved by the Board of Directors unless explicitly delegated otherwise on a case-by-case basis by the Board either (i) to staff, or (ii) to one or more Board Members who are designated to act on behalf of the Board as a whole.
- In the case of Expenditures being reimbursed or paid to an approver listed above, the approver's supervisor must approve the reimbursement.
- In the case of Expenditures being reimbursed or paid to the CEO, the Board Chair must approve the reimbursement. The Board Chair may elect to delegate the approval of reimbursements of routine business Expenditures below \$500 to a staff member other than the CEO (typically the COO).

When approving Expenditures for any School or the Network as a whole, the designated approver must:

- confirm that the Expenditure falls within the currently approved budget;
- contact the Finance Department, COO or designee if needed to confirm that funds are currently available for Expenditure;
- confirm that the Expenditure is allowable under the appropriate revenue source;
- confirm that the Expenditure is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations;
- confirm that the price is competitive and prudent (and when the Expenditure is greater than \$25,000, document a good faith effort to secure the lowest possible cost for comparable goods or services); and
- work with the COO or designee to conduct a full bid process in accordance with law when required by law.

Federal Spending Thresholds:

The following thresholds and procedures apply when using Federal funding for the intended purchase. Procurement methods shall be selected based on the total aggregate cost of the purchase and in accordance with federal regulations, including 2 CFR 200.320(a) and 2 CFR 200.320(b), as follows:

1. Informal Purchase Methods – Micro-Purchase Threshold

- Up to \$10,000
- Purchases at or below this amount may be awarded without soliciting competitive price or rate quotations, provided the price is reasonable.
- To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

2. Small Purchase Procedures

- Over \$10,000 and up to \$119,100 (for 2026; \$114,500 for 2024)
- Price or rate quotations must be obtained from an adequate number of qualified sources.
- Documentation must be maintained showing the vendors contacted and the basis for

selection.

3. Formal Procurement Requirements

- Expenditures over \$119,100 (for 2026; \$114,500 for 2024)
- Formal procurement procedures must be used, including sealed bids or competitive proposals.
- Public solicitation is required.
- Cost or price analysis must be performed and documented.
- Contracts must be awarded to the responsible bidder whose proposal is most advantageous to the organization, considering price and other relevant factors.

Thresholds shall automatically adjust if federal regulations revise them. The organization will follow the most current federally established thresholds.

No Gifts of Public Funds

Article 16, Section 6 of the California Constitution prohibits any gift of public funds to an individual or corporation. Per FCMAT guidance, the constitutional prohibition against a gift of public funds is generally not an issue when the direct and primary public purpose of an expenditure results in the public receiving a benefit from the expenditure. Additionally, expenditures of public funds that involve a benefit to private persons are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose.

As such, any expenditure of public funds must primarily benefit the education of students in AMPS's schools in order to not be considered a prohibited gift of public funds. Expenditures driven by personal motives are not justified even if they are well intentioned or based on benevolent feelings (e.g., gifts expressing gratitude to staff or volunteers or sympathy to community members).

No Political Contributions or Involvement

AMPS will not contribute to or otherwise make expenditures in support of any political campaign or candidate for public office. AMPS will not use (or allow management, staff, or other representatives to use) its assets or resources for support or opposition to any political campaign or candidate for public office. Individual employees, on their own time and with their own money, may contribute to candidates and campaigns of their choosing.

Signing of Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting with outside parties.

Schools:

- All contacts must be reviewed and approved by the CEO, regardless of fiscal commitment. CEO may designate an alternative signer. If an alternative signer is designated:
 - Principals are the only school-based staff authorized to sign contracts on behalf of

their school.

- Members of the C-Suite may also sign contracts on behalf of schools.
- Principals are responsible for ensuring that school-based contracts are performed to completion.

Network:

- **All** contracts must be reviewed and approved by the CEO, or Designee.
- The Board Chair or CEO may sign contracts over \$50,000 upon Board approval.
- The appropriate C-Suite member or designee and the Finance Department are responsible for ensuring that network-based contracts are performed to completion.

Contract Documentation

All contracts above \$25,000 must document a good faith effort to secure the lowest possible cost for comparable goods or services that meet all user requirements. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Network.

Written contracts clearly defining work to be performed will be maintained for all contract service provider relationships involving an Expenditure of \$2,500 or more (i.e. consultants, independent contractors, subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The COO or CS may also require that contract service providers list AMPS as an additional insured on service providers' insurance policies.

If the contract service provider is a sole proprietor or a partnership (including LLC, and LLP), the contractor will provide a W-9 prior to submitting any requests for payments.

Contract service providers will be paid in accordance with approved contracts as work is performed.

Authorizing Payments to Vendor

A. ACH Payments

The Board Chair, CEO and COO will have the authority to approve ACH payments.

B. Online Bill Pay

The Board Chair, CEO and COO will have the authority to approve online bill payments.

C. Checks

The Board will designate the authorized check signers on all bank accounts and the COO will maintain a list of such authorized signers. Bank checks will be kept under lock and key, at both the Home Office and with the Back Office Provider. When there is a need to generate a bank check, the check will be entered into a ledger at the same time that the check is written. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check or a check made out to themselves. The COO or designee will put in place appropriate procedures

to ensure that all checks are accounted for at all times (e.g., by monitoring check registers for any missing checks, and by ensuring that voided checks are stored in the organization's accounting files).

BANK ACCOUNTS, CREDIT CARDS & CASH

The Board of Directors authorizes the Board Chair, CEO, and COO to open and close bank and credit card accounts. The Board Chair, CEO, and COO may be authorized as co-administrators on all bank and credit card accounts, in accordance with the list of authorized account signers.

Bank Accounts

The organization is expected to maintain two types of bank accounts:

- **Operating Account** - The Network's revenue will be deposited into an operating account that only the Board Chair, CEO and COO are authorized to manage. Only these individuals will have signing authority over these accounts or access to the funds in the accounts.
- **Savings Account(s)** - The COO shall manage Network's cash to maximize savings in accounts with either FDIC-insured banks or NCUA-insured credit unions, ensuring that cash is spread to sweep accounts or across banks or credit unions to minimize risk.
- **School-level Accounts** - School sites will not have individual accounts, and will abide by the Network-level accounts and processes.

Cash Management

This section covers the management of cash on hand at the schools.

- All cash held at schools (e.g., for school events, fundraising, etc.) will be the responsibility of the Principals. Teachers, office personnel, and other staff shall not hold cash separately. All cash will be delivered to a Principal on the same day it is received.
- All cash will be delivered to the Home Office on a weekly basis.
- At no times will cash held at schools overnight exceed \$5,000. Excess cash will be delivered to the Home Office ~~immediately at minimum weekly, or sooner if the balance nears or exceeds~~ \$5,000.
- No Loans will be made from the cash held at schools.

Procedures for handling cash received by the Network:

Step	Person Responsible	Task	Frequency
1	Principal	Store cash in a fireproof safe. Provide additional key or code only to the Finance Department.	At all times
2	Principal	Provide a completed and signed receipt from a triplicate copy receipt book. Original copy given to the party giving the cash. 2nd copy given to the Finance Department (see #3 below). 3rd copy stays in the receipt book at the school site. Attach documentation of purchases.	At all times

		Record all transactions on the receipt book as they occur.	
3	Principal	Forward all documentation and receipts to the Finance Department for recording in the accounting software.	Weekly/As needed
4	Principal	Immediately report any irregularities in the cash receipts and reconciliation to the Finance Department <u>and</u> COO.	As needed
5	COO or Designee	Review the cash reconciliation and notify the CEO and Board immediately if any discrepancies are found.	Monthly

Credit Cards

Credit Cards

The COO may authorize individuals to carry and use an AMPS credit card to make purchases on behalf of the school or network, consistent with the Expenditure approval policies above. The cardholder must sign a cardholder agreement in order to receive a physical credit card.

Credit cards will be kept under supervision of the approved individual, and all related documentation of purchases will be turned in to the Finance Department monthly for reconciliation. If itemized receipts are not available or are missing, the individual making the charge will be held responsible for payment and credit card privileges may be revoked.

The COO or designee may issue one-time virtual cards to employees needing to make a single online purchase under \$1,000, with approval of the employee's supervisor.

Credit card statements of employees shall be reviewed and approved monthly by employee's supervisor and the COO or designee.

Account Reconciliations

This section covers the process for reconciling bank and credit card accounts.

Step	Person Responsible	Task	Frequency
1	Finance Department/Back Office Provider	Record bank activity into bank ledger as it occurs.	As receipts / Expenditures occur
2	Finance Department/Back Office Provider	Download bank statements.	Monthly
3	Finance Department	Review check register/examine all posted checks. Research any discrepancies or any checks over 90 days, and if applicable, adjust	Monthly

		them in the accounting system. Examine all ACH and online bill payments. Research any discrepancies and reconcile.	
4	Finance Department/ Back Office Provider	Prepare the bank reconciliation, verifying the bank statements and all outstanding transactions. Compare the reconciled bank balance to the cash in the bank account and to the general ledger. Immediately report any discrepancies to the COO.	Monthly
5	Finance Department/ Back Office Provider	Prepare reconciliation of bank activity to be reviewed by the COO or designee.	Monthly
6	COO or designee	Review and approve the reconciliation. Notify the CEO immediately if any discrepancies are found.	Monthly
7	Finance Department	Save a signed copy of each bank reconciliation alongside the bank statement in AMPS' accounting files.	Monthly

PURCHASING PROCEDURES

Establishing a New Vendor

AMPS is a non-profit organization and at times will be eligible for discounted products and services. When establishing new vendor accounts, inform vendors of the non-profit status and use the AMPS Internal Revenue Service Code Section 501(c)(3), number: 94-3185735. Please note: orders are not currently exempt from sales tax.

Purchase Orders

AMPS requires the use of formal purchase orders for all Expenditures at or above \$5,000. This section covers the process for purchase orders that are required by AMPS or vendors prior to ordering or delivering a product or service.

Step	Person Responsible	Task
1	Staff Member	Complete a purchase requisition or obtain a quote.
2	Supervisor/Expense Approver	Approve the requisition or quote.
3	Finance Department	Create or confirm purchase order, confirm purchase order is logged.
4	Finance Department	Send the purchase order to the vendor.

Invoice Payments

Invoices should be reviewed and sent to the Finance Department immediately upon receipt. Invoices are paid on a weekly basis. This section covers the process for submitting an invoice for payment.

Step	Person Responsible	Task
1	Staff Member	Forward to the Finance Department, confirming receipt of all items/satisfaction of work performed, along with any supporting documentation.
2	Finance Department	If invoice details are complete, add coding to invoice with budget line item(s), secure appropriate approval, and forward to the Back Office Provider.
3	Back Office Provider	Verify invoice coding and initiate payment either by check or ACH.
4	COO or designee	Review and approve check register prior to release of checks/ACH.

Payments Using an AMPS Credit Card

AMPS's preferred payment method is to receive an invoice from vendors and pay by check.

However, an AMPS credit card may be used when a vendor will not accept another form of payment. Credit Cards are to be used for business purposes only. Personal purchases of any type are not allowed. Each staff member who is authorized to use a credit card will be required to sign a credit card use certification statement acknowledging that the card shall only be used for legitimate charter school-related business purposes and that the cardholder agrees to take responsible precautions to protect the card from loss or theft.

Credit card purchases are subject to the same expenditure authorization limits and processes as all other purchases. Credit card purchases must be approved in advance by an AMPS employee with sufficient signing and budget approval authority for the planned expenditure.

If payment is made using an AMPS credit card account, follow the process below.

Step	Person Responsible	Task	Deadline
1	Cardholder	Secure approval for the purchase by any required authorizers based on the amount of the expenditure and which budget it will be applied to.	Prior to purchase
2	Cardholder	Keep track of all itemized receipts (including refund receipts).	As purchased
3	Cardholder	Complete a monthly report that details the budget line items and description of each purchase. Attach all itemized receipts.	Monthly
4	Supervisor and Finance Department	Review reports submitted by staff members and confirm accuracy.	Within 5 business days
5	Finance Department	Confirm coding and submit to Back Office Provider/ import into general ledger and reconcile on a monthly basis. Complete reconciliation as noted above.	Within 5 business days
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Independent Contractors (1099 Vendors)

This section refers to independent contractors, known as 1099 vendors. These are defined as outside individuals or companies who are contracted by AMPS to provide services and are not paid through AMPS' payroll processes for employees. Such individuals must meet all of the following criteria:

- A. the individual must be free from the control and direction of the AMPS in connection with

the performance of the work, both under the contract for the performance of such work and in fact;

- B. the individual must perform work that is outside the usual course of AMPS's business; and
- C. the individual must be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for AMPS.

Such individuals are typically self-employed, have no set hours, and have the freedom to render services which are not controlled by AMPS. Independent contractors also typically work for a pre-determined period of time on a specifically defined project. Prior to hiring an independent contractor, consideration will be made of in-house capabilities to accomplish services.

Step	Person Responsible	Task	Deadline
1	AMPS Staff Member that is requesting the Contractor	Identifies a need that cannot be met in-house, identifies an independent contractor who can provide the services, and makes a request to the Director or C-Suite supervisor to hire an independent contractor to provide the services	As needed
2	Director, CEO, COO, CS or CAO	Consults with the Finance Department as necessary in order to evaluate the criteria for independent contractor status. If valid, approves the request.	As needed
3	Contractor	Provides a contract outlining services to be completed. Provides a completed W-9 to AMPS. (At times, AMPS will use our own contract template rather than using the Contractor's template. In such cases, the COO or designee and the Finance Department will create the contract and provide it to the appropriate staff member.)	In advance of beginning work
4	Finance Department/COO or designee	Reviews W-9 and draft contract for compliance. If acceptable, forwards to appropriate signer within AMPS.	In advance of beginning work
5	CEO or Designee	Signs contract with independent contractor, after which work can begin	In advance of beginning work
6	Contractor	Completes work and submits invoice(s) to appropriate staff member/Finance Department. Submits work product updates as needed.	Monthly or at completion of project
7	Staff Member	Follows guidelines for invoice payments,	As invoices are

		ensuring appropriate approvals.	received
8	Finance Department/Back Office Provider	Provides 1099 to contractor and files 1099 forms with the IRS.	Annually as required by law

RECEIPTS / ACCOUNTS RECEIVABLE

Documentation will be maintained for all receipts of funds or accounts receivable and forwarded to the Finance Department. All receipts and accounts receivable will be recorded by the Finance Department/Back Office Provider in the general ledger and accounts receivable will be collected on a timely basis.

Voluntary Donations / Contributions

Because charter schools are tuition-free public schools, neither parents nor students are required to donate their time or money as a condition of enrollment in any AMPS school. No student will be denied enrollment because a parent does not make a financial contribution to the charter school. While parent engagement and support of AMPS' schools is encouraged, any such activities are optional. In cases where a recommended donation or fee is stated for participation in an AMPS activity, provision will be made for the student to participate in the activity without making such donation or paying such fee. In cases where AMPS sells merchandise (e.g., food at fundraising events, etc.) student's participation in AMPS' educational programs will not be conditioned on purchasing such merchandise. AMPS will take no adverse actions against a student or parent that does not or cannot volunteer or contribute.

Cash Receipts (Cash and Checks)

This section covers how to handle cash and checks received in the mail or at an event/activity where donations are received or items (i.e. prom tickets) are sold.

Checks Received by Finance Department in Home Office

Step	Person Responsible	Task	Frequency
1	Office Staff	Open mail and provide any checks to the Finance Department.	Daily
2	Finance Department	- Immediately endorse all checks with the appropriate deposit stamp. - Store checks in safe until deposited to financial institution. - Record a deposit summary of all checks received, itemizing the amount, source, and purpose of each payment.	Daily
3	Finance Department	- Deposit checks in person or via remote deposit machine and software provided by the general operating bank. - Save a scan of the deposit details in Drive.	Weekly
4	Finance Department/Back Office Provider	Code deposit summary with appropriate accounting dimensions and record deposit in accounting ledgers.	Monthly

5	COO or designee	Review all deposit details as part of the monthly bank reconciliation process and notify the CEO immediately if any discrepancies are found.	Monthly
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Cash & Checks Received by Schools

Step	Person Responsible	Task	Frequency
1	School Staff, as determined by Principal	- For cash or checks provided in person, issue a cash receipt from a triplicate copy receipt book. Original copy given to payee, 2nd copy submitted to Finance Department (see below). 3rd copy stays in the receipt book at the school site. - Immediately place cash and checks in the safe.	As received
2	School Staff, as determined by Principal	- Immediately endorse all checks with the appropriate deposit stamp. - Utilize dual cash counts for all cash when received, and every time cash changes possession. Use a numbered tamper-proof bag as provided by the Finance Department - Create a summary of all cash and checks received, itemizing the amount, source, and purpose of each payment. Sign and date the summary. - Secure in the school safe	Daily
3	School Staff, as determined by Principal	Give the cash, checks, and deposit summary to the Finance Department.	Weekly

Cash & Checks Received at Events

Step	Person Responsible	Task	Timing
1	Principal	Designate a staff member as the Cashier responsible for collecting and holding all cash and checks for the purpose of an individual activity or for sales made at the school.	In advance of event.
2	Cashier/staff member	Record each transaction in a triplicate copy receipt book at the time the transaction is made. Provide an original receipt to the donor/customer. 2 nd copy submitted to Finance Department (see above). 3 rd copy	At transaction

		stays in the receipt book at the school site.	
3	Cashier + One Additional Staff Member	● Create a summary of all cash and checks received. Both employees sign and date the summary. ● Use a numbered tamper-proof bag to secure all cash and checks ● Give the cash, checks, receipt book, and deposit summary to the Principal to secure in the safe. *Additional staff member can be the Principal	End of Event
4	Principal + One Additional Staff Member	Re-count the funds and verify amount matches original count. Sign and date the summary, and provide budget codes for the deposits. Place all cash, checks, receipts, and signed summary in a numbered tamper-proof bag. Record the daily amount received and the tamper-proof bag number in a daily receipts log kept separate from the receipts book and cash/checks.	End of Day
5	Principal	Secure numbered tamper-proof bag in school safe.	End of Day

Returned Check Policy

A returned-check processing fee may be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the COO, payment of the NSF check and processing fee must be made by cash, money order or certified check.

In the event that a second NSF check is received for any individual, in addition to any processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by cash, money order or certified check.

If unsuccessful in collecting funds owed, AMPS may initiate appropriate collection and/or legal action at the discretion of the COO, CEO and/or Governing Board.

POSITION CONTROL & PAYROLL

Personnel Budget Approvals

AMPS's Board approves each school's annual budget and revisions to that budget on a periodic basis. Each budget will include the portion of each school's approved expenditures that are related to employee compensation and benefits. The Board delegates individual personnel decisions (e.g., hiring, firing, compensation) to AMPS staff (subject to adherence with the Board approved budget and any relevant AMPS policies) as follows:

School Positions:

- Recommendations regarding creating or filling all School positions will be made by the Principal(s) of the School.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
- The COO will review all School positions.
- The COO will review the budgetary impact of all School positions.
- The CEO will give final approval on all positions and compensation.
- Employment Agreements for C-level employees with a salary over ~~\$160,000~~ require board approval.

Home Office Positions:

- Recommendations regarding creating or filling all Home Office positions will be made by the relevant Home Office department head.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
 - The COO will review all Home Office positions.
 - The COO will review the budgetary impact of all Home Office positions.
 - The CEO will give final approval on all positions and compensation.
 - Employment Agreements for C-level employees with a salary over ~~\$160,000~~ require board approval.

As with any other Expenditures, the appropriate approver must:

- confirm that the proposed position falls within the currently approved budget;
- confirm that the position is allowable under the appropriate revenue source; and
- confirm that the position is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations.

Retention and/or Recruitment Bonuses

- The CEO shall have the ability to offer signing/recruitment bonuses or retention bonuses up to \$5,000 per employee annually, for positions that are deemed "difficult to staff". A "difficult to staff" position is considered a role that faces challenges in attracting qualified candidates due to factors like specialized skills, demanding work conditions, geographic location, or limited applicant pool. No bonuses may be awarded if total compensation for the position would be excessive under IRS standards for non-profit employees. The CEO will consider past, present, and future compensation trends in deciding whether payment of a bonus could be considered "excessive" or "inequitable" and therefore should be avoided.

Position Control

Position control refers to a system of tracking personnel budgets based on positions that are approved and expressed as full-time equivalents (FTE), rather than based on specific employees. It is used to budget and forecast expenses and to ensure that only authorized positions are filled and only appropriate personnel receive a payroll check. AMPS's Human Resources and Finance Departments will maintain a position control system to track which positions are approved per the approval policies above. It will also track which specific employee is in each role and what their compensation is for that position.

Information from the position control system will be incorporated into budget monitoring and reporting processes. It will also be integrated into AMPS's payroll and HR systems to ensure personnel costs are accurately recorded on a monthly basis and to identify and correct any material differences that arise from time to time.

Employee Qualifications

All AMPS staff on payroll must comply with state law requirements before being hired or assigned to AMPS's payroll system. Principals are responsible for working with Human Resources to manage the formal hiring process at their schools. Please refer to the AMPS Employee Handbook for information on employee requirements, and managing vacation and sick leave.

Payroll Submission Procedure

AMPS uses Paylocity for payroll and submits payroll online. Payroll is processed in-house by the Payroll and Benefits Manager, and is approved by the COO or designee.

Payroll Distribution

It is the preferred method of AMPS to disburse payroll via direct deposit. Direct deposit statements and W-2 forms are available to all staff online through Paylocity. Should an employee request paper paychecks, they will be delivered to the Home Office.

Payroll Taxes and Filings

Paylocity and the Back Office Provider (if applicable) will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries, and will file all state and federal quarterly and annual payroll tax forms and W-2 forms on a timely and accurate basis. The COO or designee will review the forms before the vendor submits them to the respective employees or agencies.

Record Keeping

All payroll records will be maintained by AMPS or the payroll vendor for seven years or longer if otherwise required by law.

EXPENSE REIMBURSEMENTS

Employee Business and Travel Reimbursements

At times, AMPS staff are asked to travel or have to purchase work related items using their own cash or credit cards. Business and travel expenses will be reimbursed for pre-approved expenses consulted and approved by the supervisor in accordance with their budget authorization and signing authority.

Expense reports will be processed on a weekly basis. For travel reimbursements policies and limits, refer to the travel reimbursement policy in the appendix.

This section covers the process for submitting an expense or travel reimbursement

Step	Person Responsible	Task	Timing
1	Staff Member	Keep track of all itemized receipts (including refund receipts). Non-itemized receipts or expenses without receipts may not be reimbursed.	As purchased
2	Staff Member	Complete expense reimbursement form and attach itemized receipts for all charges.	Not less than monthly, as necessary
3	Supervisor/ Approver	Review reimbursement form and approve it.	Within 3 business days
4	Finance Department	Review reimbursement requests and prepare a summary for payment by Back Office Provider, or review expense in expense management system.	Weekly
5	Finance Department/Back Office Provider	Enter into accounting software and reconcile monthly as per above	Monthly
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Volunteer Expenses

All volunteers will submit a purchase request to the Principal, Home Office Director, or C-Suite member for all potential expenses. Only items with prior authorization from such authorizer will be paid/reimbursed. Itemized receipts must be included to be eligible for reimbursement. Reimbursements for volunteers will be processed by the Finance Department.

Governing Board Expenses

The individual incurring authorized expenses while carrying out the duties of AMPS will complete

and sign an expense reimbursement form, and include all itemized receipts. The COO or designee will approve and sign the reimbursement form, and submit it to the Finance Department for payment.

All Expenses

All expenses submitted for reimbursement must have an itemized receipt. The receipt should not contain personal items on it, and under no circumstances may the receipt contain alcohol or any other expense that violates AMPS's expense rules.

Requests for mileage reimbursement must include Google Maps printout, or similar, with the mileage requested being the lesser of the travel from home or school site to the destination. Mileage will be reimbursed at the IRS Standard Mileage Rate in place at the time of travel.

Requests for reimbursement must be made within 30 days of incurring the expense.

Credit card users shall use the same guidance in the Travel Reimbursement Policy when making purchases and Expenditures during business travel for AMPS.

FINANCIAL REPORTING BUDGETING & RECORDS RETENTION

Financial Budgeting

The Back Office Provider, in consultation with the COO or designee, will prepare an annual financial budget for each school. The budget will include input from Principals, Home Office Directors, and members of the C-Suite. The annual budget will be submitted to the Board of Directors for approval prior to the July 1 start of each fiscal year. It will be accompanied by a description of the assumptions that guided the creation of the budget. The approved budget for each School will be incorporated in the Local Control and Accountability Plan (LCAP) for that School, which will be prepared, reviewed, and adopted in accordance with California law. The LCAP and Budget for each School will be submitted to such School's authorizer on a timeline and in such format as is required by law.

The Back Office Provider will prepare budget revisions on an as-needed basis throughout the year, subject to Board approval. At a minimum, such revisions will include a First Interim and Second Interim budget revision for each School that will be prepared, approved, and submitted to such School's authorizer on a timeline and in such format as is required by law.

Budgets will be developed using reasonable and timely assumptions regarding all areas of the network's operations, including, but not limited to enrollment and attendance projections, student demographics that impact funding, public funding rates, non-public revenue sources, position control and staffing levels, employee benefit costs, and other cost projections. They will factor in reasonable and timely assumptions related to COLAs and inflation expectations. Budgets will include a multi-year financial projection that (at a minimum) includes the current year plus two following years.

Financial Monitoring and Reporting

The Back Office Provider and COO and/or designee will periodically monitor adherence to the then-current budget and share a financial update and reports with the Board of Directors at each meeting of the Board. Such monitoring, updates and reports will include a budget-to-actual variance analysis for each major category of the then-current budget for each school, and a narrative description of noteworthy variances. If necessary, action will be taken to adjust the budget based on these reports.

The Finance Department, Back Office Provider, and COO will provide the CEO and/or Board of Directors with additional financial reports, as needed.

AMPS will provide financial reports (e.g., Unaudited Actuals) for each School to such School's authorizer on a timeline and in such format as is required by law. AMPS will work with its auditor to file all information and tax returns required by the Internal Revenue Service (IRS) and California's Franchise Tax Board (FTB) on a timely and accurate basis.

AMPS' Finance Department and/or Back Office Provider will maintain a financial reporting calendar of relevant financial reporting deadlines to ensure that required reporting deadlines are met on a timely basis.

Accounting Dimensions

AMPS will adhere to all elements of California's Standardized Account Code Structure (SACS) that are required to meet the needs of State financial reporting requirements. This currently includes tracking all revenues and expenditures by "object" and "resource" as those terms are defined in the California School Accounting Manual (CSAM). AMPS may implement additional accounting dimensions as needed for its own internal reporting or to provide improved visibility into program operations and efficiency.

Restricted Fund Accounting and Reporting

AMPS and the Back Office Provider will maintain sufficiently detailed fund accounting procedures and records to identify the sources and uses of all restricted funding sources at each school so as to be able to separately identify the revenues, expenses, receivables, payables and cash and fund balance for that funding source at that school. Over time, the expectation is that all restricted funding sources will eventually reach a \$0 fund balance as expenditures match the revenues received. Accurate and timely reports will be filed for each such funding source and school as required by that funding source.

Retention of Records

Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the COO, certain documentation may be maintained for a longer period of time.

FINANCIAL RESERVES, LIQUIDITY, AND INVESTMENTS

Funds Balances / Reserves

AMPS recognizes the need to maintain an adequate fund balance that will ensure the financial viability of our network and each school. The following policies related to the maintenance of adequate fund balances, reserves, and cash liquidity reflect recommendations made by the California Department of Education, our County Offices of Education and authorizers, our financial auditor, and researched best practices among California CMO peers and non-profits more broadly.

AMPS will maintain a positive fund balance each year on a consolidated basis, and at each school. The fund balance will be measured annually as the sum of the network's or the school's assets, minus its liabilities, in both cases as recorded in AMPS' or the Back Office Provider's accounting system.

Building / maintaining reserves under normal circumstances: Each AMPS school, and the AMPS Home Office is expected to develop an annual budget that has a neutral or positive impact on its fund balance (i.e., with revenues equaling or exceeding expenses) and with a concrete multi-year plan to ensure at minimum breakeven operations for a 3-year rolling period, and a minimum 5% reserve for economic uncertainty. The COO or designee will work with each school to develop an individualized plan to reach each school's goals. An annual contribution to the school's reserve will be built into each school budget as needed.

Financial Assets/Cash Management Strategy

This policy regarding the cash management strategy and savings instruments of AMPS' financial assets is set forth to:

- define and assign the responsibilities of all parties involved in managing AMPS' cash,
- establish a clear understanding of the savings policy and objectives, and
- provide guidance and limitations to any internal or outside portfolio manager regarding the investment of AMPS assets.

Savings Objectives

The objective of AMPS' cash management strategy is (a) to preserve capital required for day-to-day operations of our schools and (b) to maximize funds held in interest-bearing accounts.

The investment horizon of the funds should endeavor to match the duration of the associated funding needs. Funds required for day-to-day operations will be maintained in a standard checking account. Funds for savings will be maintained by direction of the COO in Certificates of Deposit, High-yield savings, or other investments that are not subject to market fluctuations.

Delegation of Authority

The Board of Directors is responsible for approving the savings policy and has authorized the CEO and COO to oversee the placement of assets on an ongoing basis. The CEO and COO are authorized

to delegate certain responsibilities to professional agents such as portfolio managers, custodians, attorneys, auditors, consultants and other specialists who are experts in their field, as needed.

General Cash Management Principles

- Investments shall be made solely in the interest of AMPS Public Schools.
- Assets shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- Savings shall be reasonably diversified in multiple banks and/or credit unions.
- Cash is to be employed productively to provide safety, liquidity, and return.

Allowable Assets

Cash Equivalents

- Checking Accounts
- Savings Accounts
- Treasury Bills
- Time Deposits, including Certificates of Deposit

FIXED ASSETS / DEPRECIATION / LEASES / INSURANCE

Asset Inventory

A depreciable asset is defined as all items, purchased or donated, with a value of \$5,000 or more and with a useful life of more than one year.

The Finance Department will maintain records of all receipts for purchased assets, including depreciable assets, as well as non-capitalized assets.

The Finance Department, in consultation with the Technology and Facilities Departments, will also maintain an inventory or log of all depreciable assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets. The log will also include the useful life of any depreciable assets in order to facilitate depreciation accounting noted below. The COO will immediately be notified of all cases of theft, loss, damage or destruction of assets.

Asset Sales and Disposal

The COO or designee will approve any plans for disposing of any fixed assets with a clear and complete description of the asset and the date of disposal. Any asset disposal will be managed in a manner that ensures that AMPS receives a fair market value for such asset, and that avoids any conflicts of interest.

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form should be completed. Upon approval, the school may advertise the property for sale or submit a list to the Facilities Department for sale and disposition. After completion of the sale, a completed original bill of sale form with authorized signatures should be submitted to the Finance Department. The Finance Department and Back Office Provider should delete the item from the asset records and record any gain or loss on the disposition.

Worn Out or Obsolete Assets

Worn out or obsolete assets with no cash value should be reported to the Finance and Facilities Departments on the asset disposition form, which includes a description, serial number and condition of the asset. The Facilities Department should inspect all worn out or obsolete property before it is discarded. The asset can then be removed from the asset records.

Missing or Stolen Assets

Any missing or stolen asset should be reported in writing to the Principal and Facilities and Finance Departments as soon as its absence is discovered . The report should include the description, serial number, and other information about the lost item. The Finance Department should determine the proper course of action and should notify the COO or CS, as the charter school's insurance carrier and any outside authorities may need to be notified . If the asset is not recovered, it can be removed from the asset records.

The Finance Department and Back Office Provider will record any such disposal in AMPS' accounting software on a timely and accurate basis.

Capitalization and Depreciation

AMPS has determined a capitalization threshold of \$5,000 as appropriate. AMPS' Finance Department and/or Back Office Provider will record depreciation expense with all capitalized assets in order to track those assets' decline in value because of wear and tear, age, deterioration, or obsolescence. AMPS uses the straight-line depreciation method that reports the same amount of decline in value each year.

Insurance

The CS and/or COO will ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.

The CS and/or COO will maintain the files of insurance policies, including an up-to-date copy of all, insurance policies, certificates of insurance (including the designation of required additional insured as required under AMPS's charters, MOUs, lending agreements, and other contracts as appropriate), and related claim forms.

The CS and COO will carefully review insurance policies on an annual basis, prior to renewal.

Insurance will include at minimum, property, general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.

LOANS AND BORROWING

Loans

The Board will approve all loans made or taken out by AMPS. In the case of a long-term loan, approval may also be required from the chartering authority (in accordance with the terms of the charter petition or an MOU with such authority) and/or other lenders (in accordance with the loan documents). Once the loan is approved by the Board, a promissory note will be prepared and signed by the Board Chair or CEO before funds are borrowed.

Loans to/from Employees

Loans to or from employees are not permitted.

Lines of Credit/Credit Card Account

AMPS will endeavor to maintain a line of credit to provide short-term cash liquidity as needed pursuant to the policies above. The CEO and COO have been authorized by the Board of Directors to borrow funds against the line of credit or to establish Network credit card accounts on behalf of AMPS, as needed to ensure that the network meets its financial obligations.

ANNUAL FINANCIAL AUDIT

The Board will annually select an auditor by April 1 prior to the fiscal year-end (June 30th).

The Board will annually contract for the services of an independent certified public accountant on the State of California's approved list to perform an annual fiscal audit. The audit shall include, but not be limited to:

- An audit of the accuracy of the financial statements;
- An audit of the attendance accounting and revenue accuracy practices;
- An audit of the internal control practices;
- Because AMPS's schools are considered local government entities the independent audit will be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of TK-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

The annual audit will be presented to the AMPS Board for review and approval each year and will be filed with the CDE and State Controller's Office (SCO) on a timely basis each year. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the AMPS Board and the Board of Directors of the charter-granting agency.

APPENDIX A – TRAVEL AND REIMBURSEMENT POLICY

Employees who travel on behalf of AMPS in order to fulfill their work duties or to attend workshops, conferences, or other employment-related activities, or who purchase work-related items with personal funds, will be reimbursed for qualified expenses incurred.

The following policy is intended to address the vast majority of expenses incurred by AMPS staff. In the event that exceptions are required due to the unique nature of the work-related purpose of the trip or the specific location to which the staff member is traveling, the staff member must get prior approval from their supervisor prior to incurring expenses outside this policy. Supervisors are responsible for exercising prudent judgment in evaluating such requests and encouraged to discuss them with the COO if they have any doubt about the appropriateness of the request.

All reimbursement claims must be pre-approved by the employee's supervisor, and must be supported by the original, itemized receipts, or in the case of mileage, tolls, and public transportation, by print outs of maps and fare schedules. If for some reason, obtaining a receipt is not possible, contact the COO for guidance on how to proceed.

General Travel Requirements

The employee requesting to travel on behalf of AMPS must work with his/her supervisor to determine whether the benefit from the travel to both the employee and to AMPS will outweigh anticipated costs of the travel, including how the employee's absence will affect teammates, students and upcoming deadlines. All efforts should be made to explore alternatives such as participation by phone or videoconference, and availability of local programs or training opportunities.

Employees with job duties that require regular travel between school sites are not required to request approval in advance of travel. Again, efforts should be made to explore alternative participation methods as often as possible to minimize expense to AMPS.

Long-Distance or Multi-Day Travel: When an employee travels for professional development opportunities, conferences or workshops that will require an absence from his/her worksite for more than one day, the following expenses may be eligible for reimbursement:

- meals and non-alcoholic drinks;
- transportation to and from the airport and/or hotel or other business-related locations;
- overnight hotel fees and taxes;
- mileage to and from the airport or hotel, if driving yourself;
- parking; and
- internet access if needed for business purposes.

Non-reimbursable expenses: The following expenses are not eligible for reimbursement:

- alcoholic beverages;
- entertainment (movie, purchases/rental, plays, concerts, etc.);
- additional expenses incurred in the accommodation of an employee's non-AMPS related travel plans (e.g. extra hotel nights, additional stopovers, meals, increased fares to accommodate a different flight schedule, etc.);

- expenses associated with travel of an individual's spouse, family or friends;
- reimbursements for gifts of any kind; and
- expenses lacking receipts or sufficient supporting evidence to justify the expense.

Air Travel Reimbursement

Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Flights must be reviewed by the employee's supervisor or the Finance Department before booking to ensure costs are reasonable, appropriate, and within budget. Employees should use price comparison sites to find the best/reasonable rate and should book travel in coach/economy class instead of business/first class.

Lodging Reimbursement:

Employees are not required to share a room while traveling for AMPS business. Employees should use price comparison sites to find the best/reasonable rate. Maximum allocation for lodging is \$250.00 per night unless using a conference rate, or otherwise approved by a C-Suite member. When requesting rates at hotels, always ask for discounts and rates available for public school employees.

Parking Reimbursement

In cases where an employee is required to drive, parking will be reimbursed at a reasonable rate based on the location to which the employee is traveling. Employees should use the airport parking in the appropriate lot based on the length of your trip (e.g., long-term vs daily) and utilize economy lots where available to save money.

Car Rentals Reimbursement

Should an employee's travel require a car rental and refueling cost, the employee must receive prior approval from a member of the C-Suite. AMPS will not reimburse employees for rental car insurance fees, upgrades, and/or navigation features, and employees are expected to carry their own insurance. Reimbursement for gas is allowable on car rentals only, with the proper receipts. Employees should book compact or standard-size cars unless there's a reason for a different vehicle or free upgrade and should use price comparison sites to find the best or most reasonable rate.

Mileage Reimbursement

Reimbursement for work-related travel using an employee's personal automobile will be made according to the IRS-published mileage reimbursement rate in effect at the time of travel. In calculating mileage, employees should use the lesser of the distance from their home or their work site to the destination.

Meals Reimbursement

When an employee is required to travel for more than one day (i.e., overnight travel), meals will be reimbursed up to \$100 per person per day unless otherwise approved by a member of the C-Suite. To qualify for meal costs, the following leave and return time limits apply:

- Breakfast: Must leave before 6:30am and/or return after 9:00am
- Lunch: Must leave before 11:00am and/or return after 1:30pm
- Dinner: Must leave before 4:00pm and/or return after 6:30pm

Itemized receipts are required for all meals. AMPS employees are permitted to pay for meals for reasonable business associates (e.g., other AMPS staff, potential donors, etc.), but meals for personal companions will not be reimbursed. Alcoholic beverages will not be reimbursed.

Travel Expense Report

All reimbursement forms and receipts should be submitted as soon as possible after travel. All forms must be received within 30 days of the event or travel and no later than July 15th of the following fiscal year. Please contact the Finance Department for instructions on how to complete the necessary forms.

AMPS



HONOR HARD WORK

Fiscal Policies and Procedures

BOARD APPROVED: August xx, 2026

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PURPOSE AND INTENT

The purpose of these fiscal policies and procedures is to document the policies and internal controls that support the successful operation of Amethod Public Schools (“AMPS” or “Network”) and its schools. The intent is to align with and follow legal and official regulations that apply to charter schools and non-profit corporations in the State of California as well as the additional best practices and sound internal controls that are recommended or required by AMPS’ authorizers, lenders, funders, and other experts such as the California Charter School Association (CCSA), Charter School Development Center (CSDC), the California Department of Education (CDE), and California’s Fiscal Crisis and Management Assistance Team (FCMAT).

The policies and procedures are reviewed at least annually by AMPS staff and advisors for compliance with new requirements and evolving guidance from the sources above, and changes are brought to the AMPS Board for approval as needed.

EXPENDITURE APPROVAL

Avoiding Conflicts of Interest

It is essential to avoid any conflicts of interest when making expenditure recommendations or decisions. A conflict of interest exists when an individual involved in a recommendation or decision has a personal financial interest in the outcome of the decision and does either of the following:

- Participates in decision-making related to that item.
- Influences, or attempts to influence, others making a contract or decision related to that item whether the attempt occurs inside or outside a board meeting.

AMPS has adopted and published a Conflict of Interest Code that has been approved by the AMPS Board and complies with the Fair Political Practices Commission (FPPC). Any potential conflicts of interest that might come into play with any expenditure recommendations or decisions must be disclosed by the employee or Board member and addressed pursuant to AMPS’s Conflict of Interest Code.

Authorization of Expenditures

Authorizing AMPS School and Network Expenditures:

- All contracts, purchases, or other expenditures (collectively referred to hereafter as “Expenditures”) made on behalf of any of the schools must be approved by the Principal or equivalent. The Chief Executive Officer (CEO), Chief of Staff (CS), Chief Operations Officer (COO), and Chief Academic Officer (CAO), collectively the “C-Suite”, and Home Office Directors may also approve Expenditures on behalf of schools, up to their relative approval limits.
- Expenditures limits shall be measured on a fiscal year basis (July 1 - June 30).
- All Expenditures in excess of \$5,000 made on behalf of a single school site or the network as a whole (across multiple schools) must be approved by a Senior Director.

- All Expenditures in excess of \$10,000 must be approved by a member of the C-Suite.
- All Expenditures in excess of \$25,000, must be approved by the CEO.
- All Expenditures in excess of \$50,000, must be approved by the Board of Directors unless explicitly delegated otherwise on a case-by-case basis by the Board either (i) to staff, or (ii) to one or more Board Members who are designated to act on behalf of the Board as a whole.
- In the case of Expenditures being reimbursed or paid to an approver listed above, the approver's supervisor must approve the reimbursement.
- In the case of Expenditures being reimbursed or paid to the CEO, the Board Chair must approve the reimbursement. The Board Chair may elect to delegate the approval of reimbursements of routine business Expenditures below \$500 to a staff member other than the CEO (typically the COO).

When approving Expenditures for any School or the Network as a whole, the designated approver must:

- confirm that the Expenditure falls within the currently approved budget;
- contact the Finance Department, COO or designee if needed to confirm that funds are currently available for Expenditure;
- confirm that the Expenditure is allowable under the appropriate revenue source;
- confirm that the Expenditure is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations;
- confirm that the price is competitive and prudent (and when the Expenditure is greater than \$25,000, document a good faith effort to secure the lowest possible cost for comparable goods or services); and
- work with the COO or designee to conduct a full bid process in accordance with law when required by law.

Federal Spending Thresholds:

The following thresholds and procedures apply when using Federal funding for the intended purchase. Procurement methods shall be selected based on the total aggregate cost of the purchase and in accordance with federal regulations, including 2 CFR 200.320(a) and 2 CFR 200.320(b), as follows:

1. Informal Purchase Methods – Micro-Purchase Threshold

- Up to \$10,000
- Purchases at or below this amount may be awarded without soliciting competitive price or rate quotations, provided the price is reasonable.
- To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

2. Small Purchase Procedures

- Over \$10,000 and up to \$119,100 (for 2026; \$114,500 for 2024)
- Price or rate quotations must be obtained from an adequate number of qualified sources.
- Documentation must be maintained showing the vendors contacted and the basis for

selection.

3. Formal Procurement Requirements

- Expenditures over \$119,100 (for 2026; \$114,500 for 2024)
- Formal procurement procedures must be used, including sealed bids or competitive proposals.
- Public solicitation is required.
- Cost or price analysis must be performed and documented.
- Contracts must be awarded to the responsible bidder whose proposal is most advantageous to the organization, considering price and other relevant factors.

Thresholds shall automatically adjust if federal regulations revise them. The organization will follow the most current federally established thresholds.

No Gifts of Public Funds

Article 16, Section 6 of the California Constitution prohibits any gift of public funds to an individual or corporation. Per FCMAT guidance, the constitutional prohibition against a gift of public funds is generally not an issue when the direct and primary public purpose of an expenditure results in the public receiving a benefit from the expenditure. Additionally, expenditures of public funds that involve a benefit to private persons are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose.

As such, any expenditure of public funds must primarily benefit the education of students in AMPS's schools in order to not be considered a prohibited gift of public funds. Expenditures driven by personal motives are not justified even if they are well intentioned or based on benevolent feelings (e.g., gifts expressing gratitude to staff or volunteers or sympathy to community members).

No Political Contributions or Involvement

AMPS will not contribute to or otherwise make expenditures in support of any political campaign or candidate for public office. AMPS will not use (or allow management, staff, or other representatives to use) its assets or resources for support or opposition to any political campaign or candidate for public office. Individual employees, on their own time and with their own money, may contribute to candidates and campaigns of their choosing.

Signing of Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting with outside parties.

Schools:

- All contacts must be reviewed and approved by the CEO, regardless of fiscal commitment. CEO may designate an alternative signer. If an alternative signer is designated:
 - Principals are the only school-based staff authorized to sign contracts on behalf of

their school.

- Members of the C-Suite may also sign contracts on behalf of schools.
- Principals are responsible for ensuring that school-based contracts are performed to completion.

Network:

- **All** contracts must be reviewed and approved by the CEO, or Designee.
- The Board Chair or CEO may sign contracts over \$50,000 upon Board approval.
- The appropriate C-Suite member or designee and the Finance Department are responsible for ensuring that network-based contracts are performed to completion.

Contract Documentation

All contracts above \$25,000 must document a good faith effort to secure the lowest possible cost for comparable goods or services that meet all user requirements. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Network.

Written contracts clearly defining work to be performed will be maintained for all contract service provider relationships involving an Expenditure of \$2,500 or more (i.e. consultants, independent contractors, subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The COO or CS may also require that contract service providers list AMPS as an additional insured on service providers' insurance policies.

If the contract service provider is a sole proprietor or a partnership (including LLC, and LLP), the contractor will provide a W-9 prior to submitting any requests for payments.

Contract service providers will be paid in accordance with approved contracts as work is performed.

Authorizing Payments to Vendor

A. ACH Payments

The Board Chair, CEO and COO will have the authority to approve ACH payments.

B. Online Bill Pay

The Board Chair, CEO and COO will have the authority to approve online bill payments.

C. Checks

The Board will designate the authorized check signers on all bank accounts and the COO will maintain a list of such authorized signers. Bank checks will be kept under lock and key, at both the Home Office and with the Back Office Provider. When there is a need to generate a bank check, the check will be entered into a ledger at the same time that the check is written. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check or a check made out to themselves. The COO or designee will put in place appropriate procedures

to ensure that all checks are accounted for at all times (e.g., by monitoring check registers for any missing checks, and by ensuring that voided checks are stored in the organization's accounting files).

BANK ACCOUNTS, CREDIT CARDS & CASH

The Board of Directors authorizes the Board Chair, CEO, and COO to open and close bank and credit card accounts. The Board Chair, CEO, and COO may be authorized as co-administrators on all bank and credit card accounts, in accordance with the list of authorized account signers.

Bank Accounts

The organization is expected to maintain two types of bank accounts:

- **Operating Account** - The Network's revenue will be deposited into an operating account that only the Board Chair, CEO and COO are authorized to manage. Only these individuals will have signing authority over these accounts or access to the funds in the accounts.
- **Savings Account(s)** - The COO shall manage Network's cash to maximize savings in accounts with either FDIC-insured banks or NCUA-insured credit unions, ensuring that cash is spread to sweep accounts or across banks or credit unions to minimize risk.
- **School-level Accounts** - School sites will not have individual accounts, and will abide by the Network-level accounts and processes.

Cash Management

This section covers the management of cash on hand at the schools.

- All cash held at schools (e.g., for school events, fundraising, etc.) will be the responsibility of the Principals. Teachers, office personnel, and other staff shall not hold cash separately. All cash will be delivered to a Principal on the same day it is received.
- All cash will be delivered to the Home Office on a weekly basis.
- At no times will cash held at schools overnight exceed \$5,000. Excess cash will be delivered to the Home Office immediately if the balance nears or exceeds \$5,000.
- No Loans will be made from the cash held at schools.

Procedures for handling cash received by the Network:

Step	Person Responsible	Task	Frequency
1	Principal	Store cash in a fireproof safe. Provide additional key or code only to the Finance Department.	At all times
2	Principal	Provide a completed and signed receipt from a triplicate copy receipt book. Original copy given to the party giving the cash. 2nd copy given to the Finance Department (see #3 below). 3rd copy stays in the receipt book at the school site. Attach documentation of purchases. Record all transactions on the receipt book	At all times

		as they occur.	
3	Principal	Forward all documentation and receipts to the Finance Department for recording in the accounting software.	Weekly/As needed
4	Principal	Immediately report any irregularities in the cash receipts and reconciliation to the Finance Department <u>and</u> COO.	As needed
5	COO or Designee	Review the cash reconciliation and notify the CEO and Board immediately if any discrepancies are found.	Monthly

Credit Cards

Credit Cards

The COO may authorize individuals to carry and use an AMPS credit card to make purchases on behalf of the school or network, consistent with the Expenditure approval policies above. The cardholder must sign a cardholder agreement in order to receive a physical credit card.

Credit cards will be kept under supervision of the approved individual, and all related documentation of purchases will be turned in to the Finance Department monthly for reconciliation. If itemized receipts are not available or are missing, the individual making the charge will be held responsible for payment and credit card privileges may be revoked.

The COO or designee may issue one-time virtual cards to employees needing to make a single online purchase under \$1,000, with approval of the employee's supervisor.

Credit card statements of employees shall be reviewed and approved monthly by employee's supervisor and the COO or designee.

Account Reconciliations

This section covers the process for reconciling bank and credit card accounts.

Step	Person Responsible	Task	Frequency
1	Finance Department/Back Office Provider	Record bank activity into bank ledger as it occurs.	As receipts / Expenditures occur
2	Finance Department/Back Office Provider	Download bank statements.	Monthly
3	Finance Department	Review check register/examine all posted checks. Research any discrepancies or any checks over 90 days, and if applicable, adjust them in the accounting system.	Monthly

		Examine all ACH and online bill payments. Research any discrepancies and reconcile.	
4	Finance Department/ Back Office Provider	Prepare the bank reconciliation, verifying the bank statements and all outstanding transactions. Compare the reconciled bank balance to the cash in the bank account and to the general ledger. Immediately report any discrepancies to the COO.	Monthly
5	Finance Department/ Back Office Provider	Prepare reconciliation of bank activity to be reviewed by the COO or designee.	Monthly
6	COO or designee	Review and approve the reconciliation. Notify the CEO immediately if any discrepancies are found.	Monthly
7	Finance Department	Save a signed copy of each bank reconciliation alongside the bank statement in AMPS' accounting files.	Monthly

PURCHASING PROCEDURES

Establishing a New Vendor

AMPS is a non-profit organization and at times will be eligible for discounted products and services. When establishing new vendor accounts, inform vendors of the non-profit status and use the AMPS Internal Revenue Service Code Section 501(c)(3), number: 94-3185735. Please note: orders are not currently exempt from sales tax.

Purchase Orders

AMPS requires the use of formal purchase orders for all Expenditures at or above \$5,000. This section covers the process for purchase orders that are required by AMPS or vendors prior to ordering or delivering a product or service.

Step	Person Responsible	Task
1	Staff Member	Complete a purchase requisition or obtain a quote.
2	Supervisor/Expense Approver	Approve the requisition or quote.
3	Finance Department	Create or confirm purchase order, confirm purchase order is logged.
4	Finance Department	Send the purchase order to the vendor.

Invoice Payments

Invoices should be reviewed and sent to the Finance Department immediately upon receipt. Invoices are paid on a weekly basis. This section covers the process for submitting an invoice for payment.

Step	Person Responsible	Task
1	Staff Member	Forward to the Finance Department, confirming receipt of all items/satisfaction of work performed, along with any supporting documentation.
2	Finance Department	If invoice details are complete, add coding to invoice with budget line item(s), secure appropriate approval, and forward to the Back Office Provider.
3	Back Office Provider	Verify invoice coding and initiate payment either by check or ACH.
4	COO or designee	Review and approve check register prior to release of checks/ACH.

Payments Using an AMPS Credit Card

AMPS's preferred payment method is to receive an invoice from vendors and pay by check.

However, an AMPS credit card may be used when a vendor will not accept another form of payment. Credit Cards are to be used for business purposes only. Personal purchases of any type are not allowed. Each staff member who is authorized to use a credit card will be required to sign a credit card use certification statement acknowledging that the card shall only be used for legitimate charter school-related business purposes and that the cardholder agrees to take responsible precautions to protect the card from loss or theft.

Credit card purchases are subject to the same expenditure authorization limits and processes as all other purchases. Credit card purchases must be approved in advance by an AMPS employee with sufficient signing and budget approval authority for the planned expenditure.

If payment is made using an AMPS credit card account, follow the process below.

Step	Person Responsible	Task	Deadline
1	Cardholder	Secure approval for the purchase by any required authorizers based on the amount of the expenditure and which budget it will be applied to.	Prior to purchase
2	Cardholder	Keep track of all itemized receipts (including refund receipts).	As purchased
3	Cardholder	Complete a monthly report that details the budget line items and description of each purchase. Attach all itemized receipts.	Monthly
4	Supervisor and Finance Department	Review reports submitted by staff members and confirm accuracy.	Within 5 business days
5	Finance Department	Confirm coding and submit to Back Office Provider/ import into general ledger and reconcile on a monthly basis. Complete reconciliation as noted above.	Within 5 business days
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Independent Contractors (1099 Vendors)

This section refers to independent contractors, known as 1099 vendors. These are defined as outside individuals or companies who are contracted by AMPS to provide services and are not paid through AMPS' payroll processes for employees. Such individuals must meet all of the following criteria:

- A. the individual must be free from the control and direction of the AMPS in connection with

the performance of the work, both under the contract for the performance of such work and in fact;

- B. the individual must perform work that is outside the usual course of AMPS's business; and
- C. the individual must be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for AMPS.

Such individuals are typically self-employed, have no set hours, and have the freedom to render services which are not controlled by AMPS. Independent contractors also typically work for a pre-determined period of time on a specifically defined project. Prior to hiring an independent contractor, consideration will be made of in-house capabilities to accomplish services.

Step	Person Responsible	Task	Deadline
1	AMPS Staff Member that is requesting the Contractor	Identifies a need that cannot be met in-house, identifies an independent contractor who can provide the services, and makes a request to the Director or C-Suite supervisor to hire an independent contractor to provide the services	As needed
2	Director, CEO, COO, CS or CAO	Consults with the Finance Department as necessary in order to evaluate the criteria for independent contractor status. If valid, approves the request.	As needed
3	Contractor	Provides a contract outlining services to be completed. Provides a completed W-9 to AMPS. (At times, AMPS will use our own contract template rather than using the Contractor's template. In such cases, the COO or designee and the Finance Department will create the contract and provide it to the appropriate staff member.)	In advance of beginning work
4	Finance Department/COO or designee	Reviews W-9 and draft contract for compliance. If acceptable, forwards to appropriate signer within AMPS.	In advance of beginning work
5	CEO or Designee	Signs contract with independent contractor, after which work can begin	In advance of beginning work
6	Contractor	Completes work and submits invoice(s) to appropriate staff member/Finance Department. Submits work product updates as needed.	Monthly or at completion of project
7	Staff Member	Follows guidelines for invoice payments,	As invoices are

		ensuring appropriate approvals.	received
8	Finance Department/Back Office Provider	Provides 1099 to contractor and files 1099 forms with the IRS.	Annually as required by law

RECEIPTS / ACCOUNTS RECEIVABLE

Documentation will be maintained for all receipts of funds or accounts receivable and forwarded to the Finance Department. All receipts and accounts receivable will be recorded by the Finance Department/Back Office Provider in the general ledger and accounts receivable will be collected on a timely basis.

Voluntary Donations / Contributions

Because charter schools are tuition-free public schools, neither parents nor students are required to donate their time or money as a condition of enrollment in any AMPS school. No student will be denied enrollment because a parent does not make a financial contribution to the charter school. While parent engagement and support of AMPS' schools is encouraged, any such activities are optional. In cases where a recommended donation or fee is stated for participation in an AMPS activity, provision will be made for the student to participate in the activity without making such donation or paying such fee. In cases where AMPS sells merchandise (e.g., food at fundraising events, etc.) student's participation in AMPS' educational programs will not be conditioned on purchasing such merchandise. AMPS will take no adverse actions against a student or parent that does not or cannot volunteer or contribute.

Cash Receipts (Cash and Checks)

This section covers how to handle cash and checks received in the mail or at an event/activity where donations are received or items (i.e. prom tickets) are sold.

Checks Received by Finance Department in Home Office

Step	Person Responsible	Task	Frequency
1	Office Staff	Open mail and provide any checks to the Finance Department.	Daily
2	Finance Department	- Immediately endorse all checks with the appropriate deposit stamp. - Store checks in safe until deposited to financial institution. - Record a deposit summary of all checks received, itemizing the amount, source, and purpose of each payment.	Daily
3	Finance Department	- Deposit checks in person or via remote deposit machine and software provided by the general operating bank. - Save a scan of the deposit details in Drive.	Weekly
4	Finance Department/Back Office Provider	Code deposit summary with appropriate accounting dimensions and record deposit in accounting ledgers.	Monthly

5	COO or designee	Review all deposit details as part of the monthly bank reconciliation process and notify the CEO immediately if any discrepancies are found.	Monthly
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Cash & Checks Received by Schools

Step	Person Responsible	Task	Frequency
1	School Staff, as determined by Principal	- For cash or checks provided in person, issue a cash receipt from a triplicate copy receipt book. Original copy given to payee, 2nd copy submitted to Finance Department (see below). 3rd copy stays in the receipt book at the school site. - Immediately place cash and checks in the safe.	As received
2	School Staff, as determined by Principal	- Immediately endorse all checks with the appropriate deposit stamp. - Utilize dual cash counts for all cash when received, and every time cash changes possession. Use a numbered tamper-proof bag as provided by the Finance Department - Create a summary of all cash and checks received, itemizing the amount, source, and purpose of each payment. Sign and date the summary. - Secure in the school safe	Daily
3	School Staff, as determined by Principal	Give the cash, checks, and deposit summary to the Finance Department.	Weekly

Cash & Checks Received at Events

Step	Person Responsible	Task	Timing
1	Principal	Designate a staff member as the Cashier responsible for collecting and holding all cash and checks for the purpose of an individual activity or for sales made at the school.	In advance of event.
2	Cashier/staff member	Record each transaction in a triplicate copy receipt book at the time the transaction is made. Provide an original receipt to the donor/customer. 2 nd copy submitted to Finance Department (see above). 3 rd copy	At transaction

		stays in the receipt book at the school site.	
3	Cashier + One Additional Staff Member	● Create a summary of all cash and checks received. Both employees sign and date the summary. ● Use a numbered tamper-proof bag to secure all cash and checks ● Give the cash, checks, receipt book, and deposit summary to the Principal to secure in the safe. *Additional staff member can be the Principal	End of Event
4	Principal + One Additional Staff Member	Re-count the funds and verify amount matches original count. Sign and date the summary, and provide budget codes for the deposits. Place all cash, checks, receipts, and signed summary in a numbered tamper-proof bag. Record the daily amount received and the tamper-proof bag number in a daily receipts log kept separate from the receipts book and cash/checks.	End of Day
5	Principal	Secure numbered tamper-proof bag in school safe.	End of Day

Returned Check Policy

A returned-check processing fee may be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the COO, payment of the NSF check and processing fee must be made by cash, money order or certified check.

In the event that a second NSF check is received for any individual, in addition to any processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by cash, money order or certified check.

If unsuccessful in collecting funds owed, AMPS may initiate appropriate collection and/or legal action at the discretion of the COO, CEO and/or Governing Board.

POSITION CONTROL & PAYROLL

Personnel Budget Approvals

AMPS's Board approves each school's annual budget and revisions to that budget on a periodic basis. Each budget will include the portion of each school's approved expenditures that are related to employee compensation and benefits. The Board delegates individual personnel decisions (e.g., hiring, firing, compensation) to AMPS staff (subject to adherence with the Board approved budget and any relevant AMPS policies) as follows:

School Positions:

- Recommendations regarding creating or filling all School positions will be made by the Principal(s) of the School.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
- The COO will review all School positions.
- The COO will review the budgetary impact of all School positions.
- The CEO will give final approval on all positions and compensation.
- Employment Agreements for C-level employees require board approval.

Home Office Positions:

- Recommendations regarding creating or filling all Home Office positions will be made by the relevant Home Office department head.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
 - The COO will review all Home Office positions.
 - The COO will review the budgetary impact of all Home Office positions.
 - The CEO will give final approval on all positions and compensation.
 - Employment Agreements for C-level employees require board approval.

As with any other Expenditures, the appropriate approver must:

- confirm that the proposed position falls within the currently approved budget;
- confirm that the position is allowable under the appropriate revenue source; and
- confirm that the position is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations.

Retention and/or Recruitment Bonuses

- The CEO shall have the ability to offer signing/recruitment bonuses or retention bonuses up to \$5,000 per employee annually, for positions that are deemed "difficult to staff". A "difficult to staff" position is considered a role that faces challenges in attracting qualified candidates due to factors like specialized skills, demanding work conditions, geographic location, or limited applicant pool. No bonuses may be awarded if total compensation for the position would be excessive under IRS standards for non-profit employees. The CEO will consider past, present, and future compensation trends in deciding whether payment of a bonus could be considered "excessive" or "inequitable" and therefore should be avoided.

Position Control

Position control refers to a system of tracking personnel budgets based on positions that are approved and expressed as full-time equivalents (FTE), rather than based on specific employees. It is used to budget and forecast expenses and to ensure that only authorized positions are filled and only appropriate personnel receive a payroll check. AMPS's Human Resources and Finance Departments will maintain a position control system to track which positions are approved per the approval policies above. It will also track which specific employee is in each role and what their compensation is for that position.

Information from the position control system will be incorporated into budget monitoring and reporting processes. It will also be integrated into AMPS's payroll and HR systems to ensure personnel costs are accurately recorded on a monthly basis and to identify and correct any material differences that arise from time to time.

Employee Qualifications

All AMPS staff on payroll must comply with state law requirements before being hired or assigned to AMPS's payroll system. Principals are responsible for working with Human Resources to manage the formal hiring process at their schools. Please refer to the AMPS Employee Handbook for information on employee requirements, and managing vacation and sick leave.

Payroll Submission Procedure

AMPS uses Paylocity for payroll and submits payroll online. Payroll is processed in-house by the Payroll and Benefits Manager, and is approved by the COO or designee.

Payroll Distribution

It is the preferred method of AMPS to disburse payroll via direct deposit. Direct deposit statements and W-2 forms are available to all staff online through Paylocity. Should an employee request paper paychecks, they will be delivered to the Home Office.

Payroll Taxes and Filings

Paylocity and the Back Office Provider (if applicable) will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries, and will file all state and federal quarterly and annual payroll tax forms and W-2 forms on a timely and accurate basis. The COO or designee will review the forms before the vendor submits them to the respective employees or agencies.

Record Keeping

All payroll records will be maintained by AMPS or the payroll vendor for seven years or longer if otherwise required by law.

EXPENSE REIMBURSEMENTS

Employee Business and Travel Reimbursements

At times, AMPS staff are asked to travel or have to purchase work related items using their own cash or credit cards. Business and travel expenses will be reimbursed for pre-approved expenses consulted and approved by the supervisor in accordance with their budget authorization and signing authority.

Expense reports will be processed on a weekly basis. For travel reimbursements policies and limits, refer to the travel reimbursement policy in the appendix.

This section covers the process for submitting an expense or travel reimbursement

Step	Person Responsible	Task	Timing
1	Staff Member	Keep track of all itemized receipts (including refund receipts). Non-itemized receipts or expenses without receipts may not be reimbursed.	As purchased
2	Staff Member	Complete expense reimbursement form and attach itemized receipts for all charges.	Not less than monthly, as necessary
3	Supervisor/ Approver	Review reimbursement form and approve it.	Within 3 business days
4	Finance Department	Review reimbursement requests and prepare a summary for payment by Back Office Provider, or review expense in expense management system.	Weekly
5	Finance Department/Back Office Provider	Enter into accounting software and reconcile monthly as per above	Monthly
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Volunteer Expenses

All volunteers will submit a purchase request to the Principal, Home Office Director, or C-Suite member for all potential expenses. Only items with prior authorization from such authorizer will be paid/reimbursed. Itemized receipts must be included to be eligible for reimbursement. Reimbursements for volunteers will be processed by the Finance Department.

Governing Board Expenses

The individual incurring authorized expenses while carrying out the duties of AMPS will complete

and sign an expense reimbursement form, and include all itemized receipts. The COO or designee will approve and sign the reimbursement form, and submit it to the Finance Department for payment.

All Expenses

All expenses submitted for reimbursement must have an itemized receipt. The receipt should not contain personal items on it, and under no circumstances may the receipt contain alcohol or any other expense that violates AMPS's expense rules.

Requests for mileage reimbursement must include Google Maps printout, or similar, with the mileage requested being the lesser of the travel from home or school site to the destination. Mileage will be reimbursed at the IRS Standard Mileage Rate in place at the time of travel.

Requests for reimbursement must be made within 30 days of incurring the expense.

Credit card users shall use the same guidance in the Travel Reimbursement Policy when making purchases and Expenditures during business travel for AMPS.

FINANCIAL REPORTING BUDGETING & RECORDS RETENTION

Financial Budgeting

The Back Office Provider, in consultation with the COO or designee, will prepare an annual financial budget for each school. The budget will include input from Principals, Home Office Directors, and members of the C-Suite. The annual budget will be submitted to the Board of Directors for approval prior to the July 1 start of each fiscal year. It will be accompanied by a description of the assumptions that guided the creation of the budget. The approved budget for each School will be incorporated in the Local Control and Accountability Plan (LCAP) for that School, which will be prepared, reviewed, and adopted in accordance with California law. The LCAP and Budget for each School will be submitted to such School's authorizer on a timeline and in such format as is required by law.

The Back Office Provider will prepare budget revisions on an as-needed basis throughout the year, subject to Board approval. At a minimum, such revisions will include a First Interim and Second Interim budget revision for each School that will be prepared, approved, and submitted to such School's authorizer on a timeline and in such format as is required by law.

Budgets will be developed using reasonable and timely assumptions regarding all areas of the network's operations, including, but not limited to enrollment and attendance projections, student demographics that impact funding, public funding rates, non-public revenue sources, position control and staffing levels, employee benefit costs, and other cost projections. They will factor in reasonable and timely assumptions related to COLAs and inflation expectations. Budgets will include a multi-year financial projection that (at a minimum) includes the current year plus two following years.

Financial Monitoring and Reporting

The Back Office Provider and COO and/or designee will periodically monitor adherence to the then-current budget and share a financial update and reports with the Board of Directors at each meeting of the Board. Such monitoring, updates and reports will include a budget-to-actual variance analysis for each major category of the then-current budget for each school, and a narrative description of noteworthy variances. If necessary, action will be taken to adjust the budget based on these reports.

The Finance Department, Back Office Provider, and COO will provide the CEO and/or Board of Directors with additional financial reports, as needed.

AMPS will provide financial reports (e.g., Unaudited Actuals) for each School to such School's authorizer on a timeline and in such format as is required by law. AMPS will work with its auditor to file all information and tax returns required by the Internal Revenue Service (IRS) and California's Franchise Tax Board (FTB) on a timely and accurate basis.

AMPS' Finance Department and/or Back Office Provider will maintain a financial reporting calendar of relevant financial reporting deadlines to ensure that required reporting deadlines are met on a timely basis.

Accounting Dimensions

AMPS will adhere to all elements of California's Standardized Account Code Structure (SACS) that are required to meet the needs of State financial reporting requirements. This currently includes tracking all revenues and expenditures by "object" and "resource" as those terms are defined in the California School Accounting Manual (CSAM). AMPS may implement additional accounting dimensions as needed for its own internal reporting or to provide improved visibility into program operations and efficiency.

Restricted Fund Accounting and Reporting

AMPS and the Back Office Provider will maintain sufficiently detailed fund accounting procedures and records to identify the sources and uses of all restricted funding sources at each school so as to be able to separately identify the revenues, expenses, receivables, payables and cash and fund balance for that funding source at that school. Over time, the expectation is that all restricted funding sources will eventually reach a \$0 fund balance as expenditures match the revenues received. Accurate and timely reports will be filed for each such funding source and school as required by that funding source.

Retention of Records

Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the COO, certain documentation may be maintained for a longer period of time.

FINANCIAL RESERVES, LIQUIDITY, AND INVESTMENTS

Funds Balances / Reserves

AMPS recognizes the need to maintain an adequate fund balance that will ensure the financial viability of our network and each school. The following policies related to the maintenance of adequate fund balances, reserves, and cash liquidity reflect recommendations made by the California Department of Education, our County Offices of Education and authorizers, our financial auditor, and researched best practices among California CMO peers and non-profits more broadly.

AMPS will maintain a positive fund balance each year on a consolidated basis, and at each school. The fund balance will be measured annually as the sum of the network's or the school's assets, minus its liabilities, in both cases as recorded in AMPS' or the Back Office Provider's accounting system.

Building / maintaining reserves under normal circumstances: Each AMPS school, and the AMPS Home Office is expected to develop an annual budget that has a neutral or positive impact on its fund balance (i.e., with revenues equaling or exceeding expenses) and with a concrete multi-year plan to ensure at minimum breakeven operations for a 3-year rolling period, and a minimum 5% reserve for economic uncertainty. The COO or designee will work with each school to develop an individualized plan to reach each school's goals. An annual contribution to the school's reserve will be built into each school budget as needed.

Financial Assets/Cash Management Strategy

This policy regarding the cash management strategy and savings instruments of AMPS' financial assets is set forth to:

- define and assign the responsibilities of all parties involved in managing AMPS' cash,
- establish a clear understanding of the savings policy and objectives, and
- provide guidance and limitations to any internal or outside portfolio manager regarding the investment of AMPS assets.

Savings Objectives

The objective of AMPS' cash management strategy is (a) to preserve capital required for day-to-day operations of our schools and (b) to maximize funds held in interest-bearing accounts.

The investment horizon of the funds should endeavor to match the duration of the associated funding needs. Funds required for day-to-day operations will be maintained in a standard checking account. Funds for savings will be maintained by direction of the COO in Certificates of Deposit, High-yield savings, or other investments that are not subject to market fluctuations.

Delegation of Authority

The Board of Directors is responsible for approving the savings policy and has authorized the CEO and COO to oversee the placement of assets on an ongoing basis. The CEO and COO are authorized

to delegate certain responsibilities to professional agents such as portfolio managers, custodians, attorneys, auditors, consultants and other specialists who are experts in their field, as needed.

General Cash Management Principles

- Investments shall be made solely in the interest of AMPS Public Schools.
- Assets shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- Savings shall be reasonably diversified in multiple banks and/or credit unions.
- Cash is to be employed productively to provide safety, liquidity, and return.

Allowable Assets

Cash Equivalents

- Checking Accounts
- Savings Accounts
- Treasury Bills
- Time Deposits, including Certificates of Deposit

FIXED ASSETS / DEPRECIATION / LEASES / INSURANCE

Asset Inventory

A depreciable asset is defined as all items, purchased or donated, with a value of \$5,000 or more and with a useful life of more than one year.

The Finance Department will maintain records of all receipts for purchased assets, including depreciable assets, as well as non-capitalized assets.

The Finance Department, in consultation with the Technology and Facilities Departments, will also maintain an inventory or log of all depreciable assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets. The log will also include the useful life of any depreciable assets in order to facilitate depreciation accounting noted below. The COO will immediately be notified of all cases of theft, loss, damage or destruction of assets.

Asset Sales and Disposal

The COO or designee will approve any plans for disposing of any fixed assets with a clear and complete description of the asset and the date of disposal. Any asset disposal will be managed in a manner that ensures that AMPS receives a fair market value for such asset, and that avoids any conflicts of interest.

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form should be completed. Upon approval, the school may advertise the property for sale or submit a list to the Facilities Department for sale and disposition. After completion of the sale, a completed original bill of sale form with authorized signatures should be submitted to the Finance Department. The Finance Department and Back Office Provider should delete the item from the asset records and record any gain or loss on the disposition.

Worn Out or Obsolete Assets

Worn out or obsolete assets with no cash value should be reported to the Finance and Facilities Departments on the asset disposition form, which includes a description, serial number and condition of the asset. The Facilities Department should inspect all worn out or obsolete property before it is discarded. The asset can then be removed from the asset records.

Missing or Stolen Assets

Any missing or stolen asset should be reported in writing to the Principal and Facilities and Finance Departments as soon as its absence is discovered . The report should include the description, serial number, and other information about the lost item. The Finance Department should determine the proper course of action and should notify the COO or CS, as the charter school's insurance carrier and any outside authorities may need to be notified . If the asset is not recovered, it can be removed from the asset records.

The Finance Department and Back Office Provider will record any such disposal in AMPS' accounting software on a timely and accurate basis.

Capitalization and Depreciation

AMPS has determined a capitalization threshold of \$5,000 as appropriate. AMPS' Finance Department and/or Back Office Provider will record depreciation expense with all capitalized assets in order to track those assets' decline in value because of wear and tear, age, deterioration, or obsolescence. AMPS uses the straight-line depreciation method that reports the same amount of decline in value each year.

Insurance

The CS and/or COO will ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.

The CS and/or COO will maintain the files of insurance policies, including an up-to-date copy of all, insurance policies, certificates of insurance (including the designation of required additional insured as required under AMPS's charters, MOUs, lending agreements, and other contracts as appropriate), and related claim forms.

The CS and COO will carefully review insurance policies on an annual basis, prior to renewal.

Insurance will include at minimum, property, general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.

LOANS AND BORROWING

Loans

The Board will approve all loans made or taken out by AMPS. In the case of a long-term loan, approval may also be required from the chartering authority (in accordance with the terms of the charter petition or an MOU with such authority) and/or other lenders (in accordance with the loan documents). Once the loan is approved by the Board, a promissory note will be prepared and signed by the Board Chair or CEO before funds are borrowed.

Loans to/from Employees

Loans to or from employees are not permitted.

Lines of Credit/Credit Card Account

AMPS will endeavor to maintain a line of credit to provide short-term cash liquidity as needed pursuant to the policies above. The CEO and COO have been authorized by the Board of Directors to borrow funds against the line of credit or to establish Network credit card accounts on behalf of AMPS, as needed to ensure that the network meets its financial obligations.

ANNUAL FINANCIAL AUDIT

The Board will annually select an auditor by April 1 prior to the fiscal year-end (June 30th).

The Board will annually contract for the services of an independent certified public accountant on the State of California's approved list to perform an annual fiscal audit. The audit shall include, but not be limited to:

- An audit of the accuracy of the financial statements;
- An audit of the attendance accounting and revenue accuracy practices;
- An audit of the internal control practices;
- Because AMPS's schools are considered local government entities the independent audit will be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of TK-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

The annual audit will be presented to the AMPS Board for review and approval each year and will be filed with the CDE and State Controller's Office (SCO) on a timely basis each year. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the AMPS Board and the Board of Directors of the charter-granting agency.

APPENDIX A – TRAVEL AND REIMBURSEMENT POLICY

Employees who travel on behalf of AMPS in order to fulfill their work duties or to attend workshops, conferences, or other employment-related activities, or who purchase work-related items with personal funds, will be reimbursed for qualified expenses incurred.

The following policy is intended to address the vast majority of expenses incurred by AMPS staff. In the event that exceptions are required due to the unique nature of the work-related purpose of the trip or the specific location to which the staff member is traveling, the staff member must get prior approval from their supervisor prior to incurring expenses outside this policy. Supervisors are responsible for exercising prudent judgment in evaluating such requests and encouraged to discuss them with the COO if they have any doubt about the appropriateness of the request.

All reimbursement claims must be pre-approved by the employee's supervisor, and must be supported by the original, itemized receipts, or in the case of mileage, tolls, and public transportation, by print outs of maps and fare schedules. If for some reason, obtaining a receipt is not possible, contact the COO for guidance on how to proceed.

General Travel Requirements

The employee requesting to travel on behalf of AMPS must work with his/her supervisor to determine whether the benefit from the travel to both the employee and to AMPS will outweigh anticipated costs of the travel, including how the employee's absence will affect teammates, students and upcoming deadlines. All efforts should be made to explore alternatives such as participation by phone or videoconference, and availability of local programs or training opportunities.

Employees with job duties that require regular travel between school sites are not required to request approval in advance of travel. Again, efforts should be made to explore alternative participation methods as often as possible to minimize expense to AMPS.

Long-Distance or Multi-Day Travel: When an employee travels for professional development opportunities, conferences or workshops that will require an absence from his/her worksite for more than one day, the following expenses may be eligible for reimbursement:

- meals and non-alcoholic drinks;
- transportation to and from the airport and/or hotel or other business-related locations;
- overnight hotel fees and taxes;
- mileage to and from the airport or hotel, if driving yourself;
- parking; and
- internet access if needed for business purposes.

Non-reimbursable expenses: The following expenses are not eligible for reimbursement:

- alcoholic beverages;
- entertainment (movie, purchases/rental, plays, concerts, etc.);
- additional expenses incurred in the accommodation of an employee's non-AMPS related travel plans (e.g. extra hotel nights, additional stopovers, meals, increased fares to accommodate a different flight schedule, etc.);

- expenses associated with travel of an individual's spouse, family or friends;
- reimbursements for gifts of any kind; and
- expenses lacking receipts or sufficient supporting evidence to justify the expense.

Air Travel Reimbursement

Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Flights must be reviewed by the employee's supervisor or the Finance Department before booking to ensure costs are reasonable, appropriate, and within budget. Employees should use price comparison sites to find the best/reasonable rate and should book travel in coach/economy class instead of business/first class.

Lodging Reimbursement:

Employees are not required to share a room while traveling for AMPS business. Employees should use price comparison sites to find the best/reasonable rate. Maximum allocation for lodging is \$250.00 per night unless using a conference rate, or otherwise approved by a C-Suite member. When requesting rates at hotels, always ask for discounts and rates available for public school employees.

Parking Reimbursement

In cases where an employee is required to drive, parking will be reimbursed at a reasonable rate based on the location to which the employee is traveling. Employees should use the airport parking in the appropriate lot based on the length of your trip (e.g., long-term vs daily) and utilize economy lots where available to save money.

Car Rentals Reimbursement

Should an employee's travel require a car rental and refueling cost, the employee must receive prior approval from a member of the C-Suite. AMPS will not reimburse employees for rental car insurance fees, upgrades, and/or navigation features, and employees are expected to carry their own insurance. Reimbursement for gas is allowable on car rentals only, with the proper receipts. Employees should book compact or standard-size cars unless there's a reason for a different vehicle or free upgrade and should use price comparison sites to find the best or most reasonable rate.

Mileage Reimbursement

Reimbursement for work-related travel using an employee's personal automobile will be made according to the IRS-published mileage reimbursement rate in effect at the time of travel. In calculating mileage, employees should use the lesser of the distance from their home or their work site to the destination.

Meals Reimbursement

When an employee is required to travel for more than one day (i.e., overnight travel), meals will be reimbursed up to \$100 per person per day unless otherwise approved by a member of the C-Suite. To qualify for meal costs, the following leave and return time limits apply:

- Breakfast: Must leave before 6:30am and/or return after 9:00am
- Lunch: Must leave before 11:00am and/or return after 1:30pm
- Dinner: Must leave before 4:00pm and/or return after 6:30pm

Itemized receipts are required for all meals. AMPS employees are permitted to pay for meals for reasonable business associates (e.g., other AMPS staff, potential donors, etc.), but meals for personal companions will not be reimbursed. Alcoholic beverages will not be reimbursed.

Travel Expense Report

All reimbursement forms and receipts should be submitted as soon as possible after travel. All forms must be received within 30 days of the event or travel and no later than July 15th of the following fiscal year. Please contact the Finance Department for instructions on how to complete the necessary forms.

Coversheet

Review and Consideration of Approval of Employment Agreements 2026-2027 for M. Arechiga, M. Busby, and M. Magana

Section: IV. Business
Item: D. Review and Consideration of Approval of Employment Agreements
2026-2027 for M. Arechiga, M. Busby, and M. Magana

Purpose: Vote

Submitted by: Adrienne Barnes

Related Material:

Arechiga Martinez, Maria_AMPS_CMO SY26-27 Employment Agreement.pdf

Busby, Mary_AMPS_CMO SY26-27 Employment Agreement.pdf

Magana, Marisol_AMPS_CMO SY26-27 Employment Agreement.pdf

RECOMMENDATION:

Staff recommends approval

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & Maria Arechiga Martinez

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 **Chief Operating Officer** for the 2026-2027 school year.
2. 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 2026-2027 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 Operating Officer** at **AMPS Charter Management Organization**. The Employee will perform such duties as AMPS may reason 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 Year**

Subject to the At-Will provision of this Agreement, Employee shall be employed beginning on **7/1/2026** and ending no later than **6/30/2027** (the “Work Year”). A calendar of work days is attached hereto and incorporated by reference herein. As set forth in the At-Will provision below, either the School or Employee has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before the expiration of the Work Year. Employee acknowledges and agrees that they have entered into this employment relationship with the School voluntarily and acknowledges and understands that there

is no specific guaranteed length or agreed upon period of employment. Employee acknowledges and agrees that their employment may be terminated upon the School's receipt of relevant information from previous employers in response to inquiries sent pursuant to Education Code Section 44939.5, if responsive information is received after the start of employment.

3. **Work Schedule**

The minimum on-site obligations for this position shall generally be **Monday through Friday, 8:30 AM to 5:00 PM**, or as determined by Employee's direct supervisor. While the Employee shall be available on-site 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.

4. **Compensation**

The annual compensation for this position shall be **\$199,614.00** 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.

5. **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.

6. **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.

7. **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.

8. **Child Abuse and Neglect Reporting**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that they must follow up on their initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

Employee acknowledges that they have reviewed and are familiar with California Penal Code sections 11165.7, 11166 and 11167 and will comply with their respective provisions.

9. **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.

10. **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 Chief Executive Officer 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.

11. **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.

Employee shall not access any Confidential Information, including student records or other student information, except as required for Employee's work for the School. Employee shall not take any Confidential Information that is in written 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.

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 Chief Executive Officer 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 sets forth the entire understanding of the Parties hereto with respect to its subject matter (except as to dispute resolution) 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 and work calendar are attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Chief Executive Officer

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.
What if I have more questions?	After you have reviewed the Arbitration Agreement carefully, you may contact Human Resources 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.

2. **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.

3. **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 call either JAMS at (800) 352-5267 or contact Human Resources by calling 510-436-0172 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Offers of Judgment.** Either party may serve an offer of judgment consistent with the Federal Rules of Civil Procedure.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____

Employer Representative Signature

Employer Representative Printed Name

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 **Chief Academic Officer** for the 2026-2027 school year.
2. 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 2026-2027 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 Academic Officer** at **AMPS Charter Management Organization**. 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 Year**

Subject to the At-Will provision of this Agreement, Employee shall be employed beginning on **7/1/2026** and ending no later than **6/30/2027** (the “Work Year”). A calendar of work days is attached hereto and incorporated by reference herein. As set forth in the At-Will provision below, either the School or Employee has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before the expiration of the Work Year. Employee acknowledges and agrees that they have entered into this employment relationship with the School voluntarily and acknowledges and understands that there

is no specific guaranteed length or agreed upon period of employment. Employee acknowledges and agrees that their employment may be terminated upon the School's receipt of relevant information from previous employers in response to inquiries sent pursuant to Education Code Section 44939.5, if responsive information is received after the start of employment.

3. **Work Schedule**

The minimum on-site obligations for this position shall generally be **Monday through Friday, 8:30 AM to 5:00 PM**, or as determined by Employee's direct supervisor. While the Employee shall be available on-site 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.

4. **Compensation**

The annual compensation for this position shall be **\$199,614.00** 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.

5. **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.

6. **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.

7. **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.

8. **Child Abuse and Neglect Reporting**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that they must follow up on their initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

Employee acknowledges that they have reviewed and are familiar with California Penal Code sections 11165.7, 11166 and 11167 and will comply with their respective provisions.

9. **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.

10. **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 Chief Executive Officer 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.

11. **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.

Employee shall not access any Confidential Information, including student records or other student information, except as required for Employee's work for the School. Employee shall not take any Confidential Information that is in written 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.

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 Chief Executive Officer 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 sets forth the entire understanding of the Parties hereto with respect to its subject matter (except as to dispute resolution) 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 and work calendar are attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Chief Executive Officer

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.
What if I have more questions?	After you have reviewed the Arbitration Agreement carefully, you may contact Human Resources 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.

2. **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.

3. **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 call either JAMS at (800) 352-5267 or contact Human Resources by calling 510-436-0172 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Offers of Judgment.** Either party may serve an offer of judgment consistent with the Federal Rules of Civil Procedure.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____

Employer Representative Signature

Employer Representative Printed Name

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 **Senior Director of Operations** for the 2026-2027 school year.
2. 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 2026-2027 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 **Senior Director of Operations** at **AMPS Charter Management Organization**. 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 Year**

Subject to the At-Will provision of this Agreement, Employee shall be employed beginning on **7/1/2026** and ending no later than **6/30/2027** (the “Work Year”). A calendar of work days is attached hereto and incorporated by reference herein. As set forth in the At-Will provision below, either the School or Employee has the right to terminate the Employee’s employment at any time, with or without advance notice, and with or without cause whether effective before the expiration of the Work Year. Employee acknowledges and agrees that they have entered into this employment relationship with the School voluntarily and acknowledges and understands that there

is no specific guaranteed length or agreed upon period of employment. Employee acknowledges and agrees that their employment may be terminated upon the School's receipt of relevant information from previous employers in response to inquiries sent pursuant to Education Code Section 44939.5, if responsive information is received after the start of employment.

3. **Work Schedule**

The minimum on-site obligations for this position shall generally be **Monday through Friday, 8:30 AM to 5:00 PM**, or as determined by Employee's direct supervisor. While the Employee shall be available on-site 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.

4. **Compensation**

The annual compensation for this position shall be **\$169,950.00** 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.

5. **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.

6. **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.

7. **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.

8. **Child Abuse and Neglect Reporting**

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that they must follow up on their initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

Employee acknowledges that they have reviewed and are familiar with California Penal Code sections 11165.7, 11166 and 11167 and will comply with their respective provisions.

9. **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.

10. **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 Chief Executive Officer 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.

11. **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.

Employee shall not access any Confidential Information, including student records or other student information, except as required for Employee's work for the School. Employee shall not take any Confidential Information that is in written 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.

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 Chief Executive Officer 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 sets forth the entire understanding of the Parties hereto with respect to its subject matter (except as to dispute resolution) 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 and work calendar are attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____

Adrienne Barnes, Chief Executive Officer

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.
What if I have more questions?	After you have reviewed the Arbitration Agreement carefully, you may contact Human Resources 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.

2. **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.

3. **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 call either JAMS at (800) 352-5267 or contact Human Resources by calling 510-436-0172 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Offers of Judgment.** Either party may serve an offer of judgment consistent with the Federal Rules of Civil Procedure.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____

Employer Representative Signature

Employer Representative Printed Name

Coversheet

Review and Consideration of Approval of Employee Benefits Plan 2026-2027

Section:	IV. Business
Item:	E. Review and Consideration of Approval of Employee Benefits Plan 2026-2027
Purpose:	Vote
Submitted by:	Adrienne Barnes
Related Material:	Amethod_2026-2027_Renewal_Board_Summary.pdf

BACKGROUND:

AMPS will maintain its current plans with Kaiser and Sutter, continuing its current percentage of coverage for each plan.

RECOMMENDATION:

Staff recommends approval, including approving continued plans and payments to Kaiser Permanente, Aetna (Sutter Health), Guardian, MetLife, and Redwood Health Services, per plan and enrollment.

Renewal at a glance

All plans renewing with current carriers · Effective September 1, 2026

Medical

- Kaiser HMO w/ HRA — Kaiser Permanente
- Sutter HMO w/ HRA — Aetna (Sutter network)

Dental & Vision — Guardian

- Dental PPO High (Buy Up) & PPO Low (Base)
- Vision Plan (VSP Choice network)

Life & Disability — Guardian

- Basic Life & AD&D (employer-paid)
- Employer-Paid Long-Term Disability
- Voluntary Life & AD&D — EE, Spouse, Child
- Employee Assistance Program (EAP)

Worksite & Additional

- Accident, Critical Illness, Legal — MetLife
- Pet Insurance (info only) — MetLife
- Identity Theft Protection — Allstate

Spending Accounts

- Medical FSA & Dependent Care FSA — IGOE
- HRA — administered by RHS
- COBRA — IGOE (renewing)

Two changes for 2026-27

- HRA deductible funding reduced by half, effective January 1, 2027
- Premium increases shared proportionally — current contribution split held steady

What's changing for 2026-27

Everything else renews as-is with the current carriers

HRA deductible funding — reduced by half, effective January 1, 2027

Medical plan	Current HRA funding	New HRA funding (1/1/2027)
Kaiser HMO w/ HRA	\$5,000 employee-only / \$10,000 with dependents	\$2,500 employee-only / \$5,000 with dependents
Sutter HMO w/ HRA	\$4,000 employee-only / \$8,000 with dependents	\$2,000 employee-only / \$4,000 with dependents

The HRA still pays first toward eligible costs until funds are used — only the funded amount changes. Cutting funding in half also lowers the district's maximum annual HRA exposure.

Contribution strategy — held steady

Amethod continues to fund employee-only medical coverage at 100% on both plans. For dependent tiers, the renewal increase is shared proportionally between Amethod and employees, holding each tier's employer contribution percentage steady from the current year.

Medical rates: current vs. renewal

Monthly total premium by coverage tier · 123 enrolled employees

Kaiser HMO w/ HRA

Kaiser Permanente · 88 employees

Coverage tier	Current	Renewal
Employee	\$697.71	\$695.02
Employee + Spouse	\$1,534.95	\$1,529.04
Employee + Child(ren)	\$1,395.41	\$1,390.04
Employee + Family	\$2,093.12	\$2,085.06

Annual premium \$880,787 → **\$877,393** **-0.4%**

Sutter HMO w/ HRA

Aetna (Sutter network) · 35 employees

Coverage tier	Current	Renewal
Employee	\$546.10	\$660.80
Employee + Spouse	\$1,201.10	\$1,453.80
Employee + Child(ren)	\$1,091.90	\$1,321.60
Employee + Family	\$1,638.10	\$1,982.50

Annual premium \$321,078 → **\$388,558** **+21.0%**

Kaiser holds roughly flat while Sutter rises 21%, for a combined +5.3%. Figures are total monthly premium (employer + employee); annual totals reflect current enrollment. The HRA funding change further lowers the district's HRA exposure.

Total estimated annual medical cost

\$1,201,865 → **\$1,265,951** Difference: **+\$64,085 / year (+5.3%)**

Coversheet

Review and Consideration of Approval of MS Custom Painting Change Order

Section:	IV. Business
Item:	F. Review and Consideration of Approval of MS Custom Painting Change Order
Purpose:	Vote
Submitted by:	Marisol Magana
Related Material:	MS Custom Paint Change Order.pdf

BACKGROUND:

This request represents necessary contract additions to address structural areas not captured in the initial scope of work. Completing these spaces will optimize student learning environments and revitalize shared student common areas.

RECOMMENDATION:

It is recommended that the Board approve a total contract amendment of \$17,790 for additional interior custom painting services across district sites, bringing the revised grand total to \$158,750.

Board Item Cover Letter

Board Meeting: August 13, 2026

Item: Change Order Approval: MS Custom Painting

Submitted By: Marisol Magaña

Recommendation

It is recommended that the Board approve a total contract amendment of \$17,790 for additional interior custom painting services across district sites, bringing the revised grand total to \$158,750.

Background and Purpose

This request represents necessary contract additions to address structural areas not captured in the initial scope of work. Completing these spaces will optimize student learning environments and revitalize shared student common areas.

The comprehensive cost breakdown per campus is detailed below:

School	Original amount	Additional Scope	Total
Benito Juarez Elementary	\$32,910	0	\$32,910
Downtown Charter Academy	\$42,500	\$2,600	\$45,100
John Henry High School	\$36,400	\$12,190	\$48,590
Richmond Charter Academy	\$29,150	\$3,000	\$32,150
Total	\$140,960	\$17,790	\$158,750



Marco Santiago
164 Marks Blvd
Pittsburg, CA 94565
LIC#1132814
Marcosntg@gmail.com
510-383-0105

Date 07-23-2026

Proposal Color Change of CMU Walls

Project: John Henry High School

Scope of Work

Protect all adjacent floors, doors, windows, and surrounding surfaces with plastic and masking materials.

Clean wall surfaces as needed to ensure proper adhesion.

Spot repair minor surface imperfections as required.

Apply **one (1) full coat of premium bonding primer** to all existing CMU walls.

Apply **two (2) finish coats of Sherwin-Williams White Dove** (or approved equivalent) to achieve a uniform, durable finish.

Maintain a clean and organized work area throughout the project.

Remove all masking materials and dispose of project-related debris upon completion.

Areas Included

Color change of **9 CMU walls**.

Materials

Premium bonding primer. Sherwin-Williams finish paint in **White Dove**.

Price

Total Contract Amount: \$6,500

Project: John Henry High School DOORS

Scope of Work

Protect adjacent floors, walls, and surrounding surfaces.

Remove dirt, grease, fingerprints, and contaminants from all door surfaces using an appropriate degreasing cleaner.

Lightly sand all door surfaces to promote proper adhesion.

Wipe down and prepare surfaces prior to painting.

Apply **two (2) finish coats** of premium Sherwin-Williams paint, **matching the existing color and sheen**.

Paint **both sides** of each door, including door edges where accessible.

Maintain a clean and organized work area throughout the project.

Remove all masking materials and dispose of project-related debris upon completion.

Areas Included

Preparation and painting of **49 existing doors**.

Both sides of each door.

\$100 PER DOOR

Price

Total Contract Amount: \$4,900

Proposal – Lobby Handrail Restoration & Metal Stair Structure Painting

Project: Richmond Charter Academy – Lobby

Scope of Work

Wood Handrail Restoration

The existing clear finish on the wood handrails will be removed, and the handrails will be refinished to restore their appearance and protect the wood.

Work Includes:

- Protect all adjacent floors, walls, and surrounding surfaces.
- Remove the existing clear finish from the wood handrails by sanding and surface preparation.
- Sand the wood smooth and prepare for staining.
- Apply one (1) coat of premium wood stain to achieve a uniform color.
- Apply one (1) clear protective finish coat to seal and protect the stained wood.
- Light sanding between coats as required for a smooth finish.

Metal Stair Structure Painting

The exposed metal stair structure will be properly prepared and repainted.

Work Includes:

- Degrease all metal surfaces to remove dirt, oil, and contaminants.
- Scrape and sand loose or peeling paint as necessary.
- Spot prime any exposed bare metal with a corrosion-resistant metal primer.
- Apply two (2) finish coats of premium Sherwin-Williams metal coating, matching the existing color.
- Ensure complete, even coverage for a durable, long-lasting finish.

- Sherwin-Williams premium metal paint.
- All masking materials, brushes, rollers, and application equipment.

Price Total Contract Amount: \$3,000



Marco Santiago
164 Marks Blvd
Pittsburg, CA 94565
LIC#1132814
Marcosntg@gmail.com
510-383-0105

EXTRA WORK AGREEMENT

Project: Downtown Charter Academy & John Henry High School

Location: 2000 Dennison Street, Oakland, CA 94606

Date: August 6, 2026

Scope of Extra Work

M.S. Custom Painting proposes to furnish all labor, materials (where specified), equipment, and supervision necessary to complete the following additional work:

Item 1 – Classroom Wall Repairs & Painting

Provide all labor and materials necessary to:

- Patch damaged wall surfaces as needed.
- Protect carpets, furniture, tables, and adjacent surfaces.
- Prepare all wall surfaces for painting.
- Apply two (2) finish coats of paint to classroom walls.
- Remove masking materials and clean the work area upon completion.

Price: \$850.00

Item 2 – Closet Room Wall Repairs & Painting

Provide all labor and materials necessary to:

- Patch minor wall imperfections.
- Protect flooring and adjacent surfaces.

Prepare walls for painting.
Apply two (2) finish coats of paint.
Remove masking materials and leave the area clean.

Price: \$750.00

Item 3 – Replace Corner Guards

Provide all labor and materials necessary to replace existing corner guards.

Work includes:

Remove and dispose of existing metal corner guards.
Supply and install new white plastic corner guards.
Secure each guard in accordance with manufacturer recommendations.

Quantity: 10 Corner Guards

Unit Price: \$100.00 each

Total: \$1,000.00

Item 4 – John Henry High School Floor Logo

Provide all labor necessary to install and paint one custom floor logo measuring approximately **24" x 24" (2' x 2')**.

Work includes:

Layout and center the logo at the designated location.
Secure and align the stencil/template.
Mask surrounding areas.
Apply multiple coats of high-quality spray paint in the specified school colors.
Remove stencil and masking materials.
Clean the work area upon completion.

Exclusions

Floor surface repairs beyond normal cleaning.
Crack or concrete repairs.

Labor: \$790

Contract Summary

Description Amount

Classroom Wall Repairs & Painting
\$850.00

Closet Room Wall Repairs & Painting
\$750.00

Replace 10 Corner Guards
\$1,000.00

Floor Logo Application
\$790

TOTAL EXTRA WORK
\$3,390.00

Client Approval and Signature

By signing below, the client agrees to the scope of work, materials, timeline, payment terms, and warranty as outlined in this estimate.

M.S. Custom Painting – Marco Santiago

Signature: _____

Date: _____

Coversheet

Review and Consideration of Approval of Garfias Flooring Change Order

Section:	IV. Business
Item:	G. Review and Consideration of Approval of Garfias Flooring Change Order
Purpose:	Vote
Submitted by:	Marisol Magana
Related Material:	Garfias Flooring Change Order.pdf

BACKGROUND:

This change order addresses critical flooring needs identified during site preparations and official facilities reviews. Deep-cleaning and shampooing attempts failed to remove deep-seated stains on existing carpets. These persistent aesthetic and cleanliness deficiencies were formally noted during recent Williams inspections.

Implementing these updates will resolve inspection compliance items, extend the lifespan of the facility's floors, and ensure a clean, professional learning environment for students.

RECOMMENDATION:

It is recommended that the Board approve a total contract amendment of \$40,755.27 for Garfias Flooring at Downtown Charter Academy, bringing the revised grand total to \$124,644.50.

Board Item Cover Letter

Board Meeting: August 13, 2026

Item: Change Order Approval: Garfias Flooring

Submitted By: Marisol Magaña

Recommendation

It is recommended that the Board approve a total contract amendment of \$40,755.27 for Garfias Flooring at Downtown Charter Academy, bringing the revised grand total to \$124,644.50.

Background and Purpose

This change order addresses critical flooring needs identified during site preparations and official facilities reviews. Deep-cleaning and shampooing attempts failed to remove deep-seated stains on existing carpets. These persistent aesthetic and cleanliness deficiencies were formally noted during recent Williams inspections.

Implementing these updates will resolve inspection compliance items, extend the lifespan of the facility's floors, and ensure a clean, professional learning environment for students.

The comprehensive cost breakdown is detailed below:

School	Original amount	Additional Scope	Total
Downtown Charter Academy	\$83,889.23	\$40,755.27	\$124,644.50



ESTIMATE

Garfias Flooring, Inc. License # 986202

17788 Golden Spike Trail
Lathrop, California 95330
United States

Phone: 510 750 7100

Fax: 209 227 5136

Mobile: 510 750 7100

garfiasflooringinc.com

BILL TO
DOWNTOWN CHARTER
ACADEMY

2000 Dennison Street
Oakland, California 94606
United States

510 334 9221

mmagana@amethodschools.org

SHIP TO

Marisol Magana
2000 Dennison Street
Oakland, California 94606
United States

510 334 9221

Estimate Number: GFI000371

Customer Ref: DCA-MM
MULTIPLEROOMS

Estimate Date: August 7, 2026

Valid Until: September 6, 2026

Grand Total (USD): \$40,755.27

Items	Quantity	Price	Amount
V.C.T. CLOSET -V.C.T. : Materials and labor, pull up and haul away old floor. - floor prep. -New rubber base	146	\$7.49	\$1,093.54
V.C.T. ROOM #123 -MATERIALS AND LABOR -PULL UP AND HAUL AWAY OLD FLOOR. -FLOOR PREP AND NEW RUBBER BASE.	585	\$7.49	\$4,381.65
vinyl RESTROOMS -MATERIALS AND LABOR -TWO RESTROOMS DOWN STAIRS. -COVING AND WELDING. -PULL UP OLD FLOOR AND HAUL AWAY. -FLOOR PREP. -NOTE: (WE DO NOT INSTALL TOILETS)	270	\$20.53	\$5,543.10
vinyl WOMEN RESTROOM -MATERIALS AND LABOR -PULL UP AND HAUL AWAY OLD GLUE DOWN L.V.T. -FLOOR PREP. -COVING AND WELDING.	259	\$20.53	\$5,317.27



ESTIMATE

Garfias Flooring, Inc. License # 986202

17788 Golden Spike Trail

Lathrop, California 95330

United States

Phone: 510 750 7100

Fax: 209 227 5136

Mobile: 510 750 7100

garfiasflooringinc.com

Items	Quantity	Price	Amount
-NOTE: (WE DO NOT INSTALL TOILETS)			
V.C.T.	663	\$7.49	\$4,965.87
ROOM #201			
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD CARPET.			
-FLOOR PREP.			
-NEW RUBBER BASE			
CARPET TILE	640	\$4.93	\$3,155.20
ROOM #210			
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD CARPET.			
-FLOOR PREP.			
-NEW RUBBER BASE			
CARPET TILE	659	\$4.93	\$3,248.87
ROOM #211			
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD CARPET.			
-FLOOR PREP.			
-NEW RUBBER BASE			
CARPET TILE	664	\$4.93	\$3,273.52
ROOM #212			
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD CARPET.			
-FLOOR PREP.			
-NEW RUBBER BASE			
CARPET TILE	760	\$4.93	\$3,746.80
ROOM #216			
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD CARPET.			
-FLOOR PREP.			
-NEW RUBBER BASE			
V.C.T.	805	\$7.49	\$6,029.45
ROOM #227			



ESTIMATE

Garfias Flooring, Inc. License # 986202

17788 Golden Spike Trail
Lathrop, California 95330
United States

Phone: 510 750 7100

Fax: 209 227 5136

Mobile: 510 750 7100

garfiasflooringinc.com

Items	Quantity	Price	Amount
MATERIALS AND LABOR			
-PULL UP AND HAUL AWAY OLD V.C.T.			
-FLOOR PREP.			
-NEW RUBBER BASE			
Grand Total (USD):			\$40,755.27

Notes / Terms

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

ACCEPTANCE

GARFIAS FLOORING INC. is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED _____ DATE: _____

NOTICE TO OWNER

DEPOSIT ON SPECIAL ORDERS THAT ARE CANCELLED ARE NON_REFUNDABLE. GARFIAS FLOORING INC. WILL NOT BE RESPONSIBLE FOR MOVING FURNITURE, APPLIANCES OR HAULING-OFF OLD CARPET OF PAD. INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST RECOGNIZED STANDARD OF SPECIFICATIONS. WE ASSUME NO RESPONSIBILITY FOR DEFECTS IN FLOOR COVERING CAUSED BY FAULTY PLYSCORE, OR OTHER SUB FLOORING. AREAS TO BE COVERED SHALL BE FREE OF DEBRIS AND BROOM CLEAN. ESTIMATES GOOD FOR 30 DAYS ONLY. ALL LABOR IS GUARANTEED FOR ONE YEAR. ALL MATERIALS REMAIN PROPERTY OF GARFIAS FLOORING INC. UNTIL ORDER IS PAID IN FULL.

Coversheet

Review and Consideration of Approval of Celebrations Speech Group Master Contract

Section:	IV. Business
Item:	H. Review and Consideration of Approval of Celebrations Speech Group
Master Contract	
Purpose:	Vote
Submitted by:	Mary Busby
Related Material:	AMPS-CSG SELPA 2026-2027 Master Contract - signed.pdf

BACKGROUND:

SELPA-provided Master Contract for Education Specialist and Speech-Language Pathologist/Assistant contracted support, for required Special Education services.

RECOMMENDATION:

Staff recommends approval.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA AMETHOD PUBLIC SCHOLS

Contract Year 2026-2027

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

 Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 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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2026-2027

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: AMETHOD PUBLIC SCHOOLS

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
CELEBRATIONS SPEECH GROUP INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between AMETHOD PUBLIC SCHOOLS, hereinafter referred to as the local educational agency ("LEA"), a member of the EL DORADO CHARTER SELPA and CELEBRATIONS SPEECH GROUP 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, 2026, to June 30, 2027 (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, 2027 (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 forty five (45) 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 forty five (45) 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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit

any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.*, 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;

5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. 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.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil’s IEP, to evaluate the pupil’s health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the “Local Educational Agency Onsite Visit for Nonpublic School” form developed and published by the department on CDE’s internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student’s 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 CONTRACTOR shall implement LEA student’s 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.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

LEA

CELEBRATIONS SPEECH GROUP INC.

AMETHOD PUBLIC SCHOOLS

Nonpublic School/Agency

LEA Name

By:  08/10/2026
Signature Date

By: _____
Signature Date

Chimezie Chidi Clinic Director
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:

Chimezie Chidi Clinic Director

Name and Title

Name and Title

CELEBRATIONS SPEECH GROUP INC.

AMETHOD PUBLIC SCHOOLS

Nonpublic School/Agency/Related Service Provider

LEA

Mailing Address: PO Box 165

1450 Marina Way South

Address

Address

Brentwood CA 94513
City State Zip

Richmond CA 94520
City State Zip

(925) 759-6519 (925) 401-9510

Phone Fax

Phone Fax

celebrationspeechgroup@yahoo.com

Email

Email

**Additional LEA Notification
 (Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2026-2027 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: CELEBRATIONS SPEECH GROUP INC.The CONTRACTOR CDS NUMBER: 9900870

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: _____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>ED SPEC \$130</u>	<u>PER HOUR</u>
<u>Language and Speech (415)</u>	<u>SLPA \$105</u>	<u>PER HOUR</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>		

EXHIBIT B: 2026-2027 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 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 Requirements: _____ Quarterl _____ Monthl _____ 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)

AMPS-CSG SELPA 2026-2027 Master Contract

Final Audit Report

2026-08-10

Created:	2026-08-10
By:	Aseel Sutter (asutter@celebrationspeechgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMq4m2AXYOh3HteMmauJVH-5Dv7vkfH_I

"AMPS-CSG SELPA 2026-2027 Master Contract" History



Document created by Aseel Sutter (asutter@celebrationspeechgroup.com)

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Document e-signed by Chimezie Chidi (cchidi@celebrationspeechgroup.com)

Signature Date: 2026-08-10 - 7:43:22 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE



Agreement completed.

2026-08-10 - 7:43:22 PM GMT



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Coversheet

Review and Consideration of Approval of Get Empowered Master Purchase Order

Section:	IV. Business
Item:	I. Review and Consideration of Approval of Get Empowered Master Purchase Order
Purpose:	Vote
Submitted by:	Adrienne Barnes
Related Material:	Get Empowered Master PO.pdf

BACKGROUND:

Get Empowered supports AMPS schools with after-school and summer programming. AMPS contracts with Get Empowered through various MOUs with each school. The Master Purchase Order will allow management to complete MOUs, according to budgeted funds, for each school and/or program.

RECOMMENDATION:

Staff recommends approval, up to \$250,000.

GET EMPOWERED MASTER PURCHASE ORDER

- Fiscal Year: 2026-2027
- Effective Dates: July 1, 2026 – June 30, 2027
- Authority Level: Board of Directors

Executive Summary

Amethod Public Schools (AMPS) utilizes centralized Master Purchase Orders (MPOs) to systematically secure services across all campus sites. By establishing pre-authorized master accounts with specialized local vendors, the network maintains operational continuity, minimizes lag times, and can ensure repairs are made in a timely manner in emergency situations.

2. Approved Vendor & Scope Allocation

The matrix below delineates the authorized maximum "Not-to-Exceed" caps allocated to the respective vendor for Fiscal Year 2026-2027. Disbursal of these funds is dynamic; allocations will be drawn down over the course of the year based on approved and itemized MOUs tied to after school programming across AMPS' 3 elementary and middle schools.

Approved Vendor	Core Scope of Services	Not to Exceed Cap
Get Empowered	After-school and summer programming	\$250,000