AIMS K-12 College Prep Charter District

Finance Committee Monthly Meeting

Date and Time

Thursday June 11, 2020 at 7:30 AM PDT

Location

Zoom Meeting

Join Zoom Meeting
https://zoom.us/j/94374385127

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting. **All comments and questions should be entered into the chat feature of the Zoom meeting.**

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:30 AM**
	Opening Items			

		Purpose	Presenter	Time
A.	Call the Meeting to Order			
B.	Record Attendance and Guests			2 m
C.	Public Comment on Non-Action Items Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m
D.	Public Comment on Action Items Public Comment on Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m
II.	**Non-Action Items**			**7:52 AM**
A.	Number of Credit Years Offered Upon Hire	Vote	Maya Woods-Cadiz	15 m
III.	**Action Items**			**8:07 AM**
A.	Powerschool Quote Update	Vote	Marisol Magana	10 m
B.	MOU	Vote	Katema Ballentine	15 m
IV.	**Closed Session**			**8:32 AM**
A.	Public Comment on Closed Session Items	FYI		10 m

		Purpose	Presenter	Time
	Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			
B.	Recess to Closed Session Closed Session Items: 1. Conference with Real Property Negotiators (Gov. Code Section 54956.9) 2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)	FYI		
C.	Reconvene from Closed Session Roll Call	Vote		2 m
D.	Report from Closed Session	FYI		3 m
V.	**Closing Items**			**8:47 AM**
A.	Items For Next Agenda - - - -	FYI		
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI		
	The next regular meeting of the Board of Directors is scheduled to be held on June 16, 2020, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for			

Purpose Presenter Time

disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.
Certification of Posting

Coversheet

Powerschool Quote Update

Section: III. Action Items
Item: A. Powerschool Quote Update
Purpose: Vote
Submitted by:
Related Material: PowerSchool Updated name.pdf

PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: renewals@powerschool.com
FAX: (916) 596-0950
Quote Date: 6/5/2020
Quote #: Q-315469-3

Prepared By:	Aidan Becker	Customer Contact:	
Customer Name:	American Indian Model Schools	Title:	
Contract Term:	12 Months	Address:	40925 County Center Dr Ste 110
Start Date:	7/1/2020	City:	Temecula
End Date:	6/30/2021	State/Province:	California
		Zip Code:	92591
		Phone #:	

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 7/1/2020 - 6/30/2021 License and Subscription Fees				
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 445.58	USD 445.58
PowerSchool SIS Subscription	1,375.00	Students	USD 7.29	USD 10,023.75
PowerSchool SIS Hosting	1,375.00	Students	USD 4.59	USD 6,311.25

License and Subscription Totals: **USD 16,780.58**

Quote Total

Initial Term	**7/1/2020 - 6/30/2021**
Initial Term Total	**USD 16,780.58**

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.
All invoices shall be paid before or on the due date set forth on invoice.
All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf .

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 2-28-2020

PO Number: _____

American Indian Model Schools

Signature:

_____

Printed Name:

_____

Title:

_____

Date:

_____

Coversheet

MOU

Section: III. Action Items
Item: B. MOU
Purpose: Vote
Submitted by:
Related Material: Copy of AIMS SELPA MOU 2019 (1).docx
SELPA Discussion (1).pdf

SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND AMERICAN INDIAN MODEL SCHOOLS

This Special Education Memorandum of Understanding "MOU" or "Agreement" is executed by and between the Oakland Unified School District Special Education Local Plan Area District or "SELPA") and American Indian Public Charter Schools ("Charter Schools"), (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the District is a public school district, a political subdivision of the State of California and operates its own Special Education Local Plan Area ("SELPA");

WHEREAS, the current charter petition for American Indian Public High School ("AIPHS") was renewed by the District Board of Education on April 13, 2016, for a five (5) year term that began on July 1, 2016;

WHEREAS, the current charter petition for American Indian Public Charter School I ("AIMS I") was renewed by the District Board of Education on April 13, 2016, for a five (5) year term that began on July 1, 2016;

WHEREAS, the current charter petition for American Indian Public Charter School II ("AIMS II") was renewed by the District Board of Education on November 15, 2016, for a five (5) year term that begins on July 1, 2017*;*

WHEREAS, this MOU is intended to govern the provision of special education and related services at AIPHS, AIMS I, and AIMS II, all collectively referred to as American Indian Model Schools ("Charter Schools");

WHEREAS, this MOU is intended to outline the Parties' agreements governing their respective responsibilities and legal relationship related to special education and related services under the California Education Code and Individuals with Disabilities Education Improvement Act ("IDEIA") and respective related regulations, and compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act; and

WHEREAS, this MOU is effective August 1, 2019;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth the Parties do hereby agree as follows:

I. TERM

A. This Agreement shall commence on August 1, 2019 and shall terminate on June 30, 2020. This Agreement may be extended upon written mutual agreement of both Parties.

B. Any modification of this Agreement must be in writing and executed by duly authorized representatives of the parties specifically indicating the intent of the Parties to modify this Agreement.

II. SPECIAL EDUCATION SERVICES/SECTION 504

The following provisions govern the application of special education to students of the Charter Schools, pursuant to state and federal special education law and regulations:

A. All children will have access to Charter Schools, and no student shall be denied admission to the Charter Schools due to his or her disability.
B. Charter Schools shall be deemed "public schools" of the District in conformity with California Education Code section 47641(b) for the purposes of special education. The students of Charter Schools will be students of the District for the purposes of special education.
C. The District will serve as the local educational agency *(*"LEA") of the educational agency ("LEA") of the Charter Schools for the purposes of special education, and as such must take steps to ensure all children eligible for special education and related services under the Individuals with Disabilities Education Improvement Act and California Education Code enrolled in the Charter Schools receive special education and designated instruction and services ("DIS services" or "related services") in conformity with their individualized education programs ("IEPS") and in compliance with the Individuals with Disabilities Education Improvement Act ("IDEIA") (20 U.S.C. S 1400 *et seq*.), its implementing regulations, and all applicable state a law. (Ed. Code § 47646(a).)
D. If, in the future, Charter Schools become their own LEA and join another SELPA, the Parties agree this Agreement will be modified in light of that new status. Such modification will include, but not be limited to recognition that as an LEA member of another SELPA, Charter Schools shall be solely responsible for all aspects of compliance with State and Federal special education laws, and their respective implementing regulations. In the event that Charter Schools decide to become an independent LEA member of another SELPA, or anything other than a school of the District for purposes of special education, the Parties agree that such a change would necessitate revision or termination of this Agreement.
E. **Section 504 and the Americans with Disabilities Act.** Charter Schools shall be solely responsible, at their own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students, including the initial determination of eligibility.
F. **Services.**
    1. **Division and Coordination of Responsibility**. Except as expressly provided in Section F. 2 below, the Parties agree to allocate responsibility for the provision of special education and related services (including, but not limited to, identification, evaluation, IEP development and modification, and educational services) in a manner consistent with the allocation between the District and its local public school sites, and in conformity with applicable federal and state law. Except as expressly provided in Section F.2 below, where particular services are generally provided by staff at the local school site level, Charter Schools will be responsible for providing said staff and programming; where particular

services are provided to the school by central District Office, those services will be made available to the Charter Schools in a similar fashion.

a. Staffing Requirements: All special education and related services must be provided by qualified personnel who meet state licensing, registration, or other applicable certification, requirements.
b. Contracts with Non-District providers: Except as provided below, the Charter Schools shall not contract with any outside person or agency for the provision of special education and/or related services to a student of the Charter Schools without prior written approval of the District. The District shall not unreasonably withhold its consent. Any such contracts may only be entered into with persons or entities properly certified by the State of California.

2. **Distribution of Responsibilities.**

a. Charter Schools are responsible for making all special education referrals and for Child Find.
b. Charter Schools are responsible for timely conducting all special education assessments. In the event the Charter School needs assistance, Charter Schools shall send an email to the SELPA Director.
c. Charter Schools, in coordination with the District, are responsible for conducting the IEP process.
d. Charter Schools and/or their agents shall provide all of the compliance activities and documentation associated with the following special education services that Charter Schools agree to provide: i) 2.0 full time employee ("FTE") resource specialists; ii) resource specialist support and oversight; and iii) supplemental services provided by a speech and language pathologist; and iv) 1.0 school psychologist. The costs associated with these compliance activities are reimbursable under the conditions of this MOU.
e. SELPA shall provide to Charter Schools equipment, books and materials including assessment materials necessary to complete assessments to develop and implement student IEPs.
f. The materials, which Charter Schools must provide, that are associated with students needing the services listed above do not include extraordinary costs, such as non-public school placement.
g. Except as otherwise expressly provided in this subsection, the District will provide related services, including speech and language therapy, occupational therapy, and psychological services for Charter Schools students eligible for such related services under IDEA and state law.

3. **Identification and Referral:** The Charter Schools shall have the same responsibility as any other public school of the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to

receive special education services under IDEA and state law. The Charter Schools will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter Schools and the District, the Charters School are responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information for any student enrolling from a non-District school. Within ten (10) days of enrollment the Charter Schools shall forward copies of all such information to the District.

Consistent with state and federal special education laws, a student shall be referred to special education and related services only after the resources of the general education program have been considered and where appropriate utilized. The development of an assessment plan requires the participation of a District employee.

The Charter School shall implement a student study team ("SST") process that is similar to the SST process utilized by the District. If there is a request for assessment, the SST process shall not be offered in lieu of an assessment plan.

The District shall provide Charter Schools with any assistance that it generally provides its other public schools in the identification and referral processes. When a student who is eligible for special education transfers from a District school to the Charter Schools, the Charter Schools shall immediately notify the District and request that the District school-of origin forward the student's records to the Charter Schools.

4. **Enrollment**: The Charter Schools shall include on its enrollment form(s) a question regarding whether a child seeking to enroll is, or may be, eligible for special education and related services. The Charter Schools shall provide the District with a list of special education students enrolled in the Charter Schools on a quarterly basis.

5. **Assessment:** The Charter Schools shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with the District's general practice and procedure and applicable law. The Charter Schools shall not conduct or fund an independent educational evaluation ("IEE") without prior written approval of the District. The District agrees to provide such written approval to the Charter Schools, or, if the District decides to decline a request for an IEE, informs the Charter Schools of the decision to file a request for due process to defend the Charter Schools' assessment, without unnecessary delay. Should the Charter Schools conduct or fund an IEE of a student without the prior written approval of the District, the Charter Schools shall be solely responsible for the costs of said IEE.

6. **Interim Placements**: For students with a current IEP who enroll in the Charter Schools from a school outside the SELPA, the Charter Schools shall provide the student with an interim placement not to exceed thirty (30) days. The Charter Schools shall notify the District immediately of a student who may fall into this category. The District will provide consultative assistance to the Charter Schools to help transition such students.

7. **Individualized Education Programs ("IEPS")**: Responsibility for arranging necessary IEP team meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter Schools shall be responsible for coordinating the required teacher(s), service provider(s), and designated representative(s) of the Charter Schools and/or District in attendance at the IEP team meetings in addition to representatives who are knowledgeable about the general and special education programs at the Charter Schools as well as inviting a District representative to the IEP team meeting and ensure their attendance.

a. **IEP Contents:** The Charter Schools shall use the District's forms to complete the IEPs, and subject to technology support, have access to the online system to complete IEPs.

b. **Parent Consent:** Each party shall notify the other party any time a parent/guardian refuses to consent to any portion of an IEP. In the event of a dispute, the Charter Schools will contact the District within five (5) days to begin the resolution process.

8. **Eligibility and Placement:** Decisions regarding eligibility, goals/objectives, program, placement, services, and/or exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter Schools. Services and placements shall be provided to all eligible Charter Schools students in accordance with the policies, procedures, and requirements of the District and of the SELPA. In the event of a dispute between the Charter Schools and the District regarding eligibility, goals/objectives, program, placement, and/or exit, the District shall be obligated to make the appropriate recommendation regarding the offer of a FAPE.

9. **Independent Study:** It is understood that in accordance with Education Code section 51745(c), no individual with exceptional needs may participate in independent study, unless his or her IEP specifically provides for that participation. Accordingly, students who seek enrollment in the Charter Schools with an active IEP may not be formally enrolled in an independent study program until an IEP team has convened to ensure the appropriateness of the placement. Parents shall be notified of this process upon application to the Charter Schools.

10. **Nonpublic Schools, Private Schools, Residential Placements:** The Charter Schools shall not make referrals for placement at nonpublic schools, private schools, or residential placements without prior written approval of the District. If a parent/guardian unilaterally places a student at a nonpublic school, private school, or residential placement, the Charter Schools shall immediately notify the District.

11. **Educational Services and Programs:** To the extent that the agreed upon IEP requires special education or related services to be delivered by staff other than the staff of the Charter Schools, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. The District shall consult with the Charter Schools in determining which staff and/or agencies will be assigned to work with the Charter Schools. Wherever possible, the District shall select staff to work with the Charter Schools consistent with the Charter School's mission and charter. However, the District retains the right to make personnel and staffing decisions with respect to special education and related services for the students of the Charter Schools, except as outlined in Section F(2)(d), above.

12. **Parent Concerns:** The Charter Schools shall instruct parents/guardians to raise concerns regarding special education and related services to the staff of the Charter Schools. The Charter Schools shall immediately notify the designated District representative of any complaints related to special education and related services, so that the Parties may determine whether the complaint should be addressed at the site or District level. The Parties agree to use reasonable efforts to ensure complaints of Charter Schools parents are resolved at the Charter Schools level whenever possible. If the complaint will be resolved at the District level, the Charter Schools shall provide a written summary of the parents/guardians' concerns to the District. The District representative in consultation with the Charter Schools' representative shall respond to and address the concerns of the parent/guardian.

13. **Complaints:** In consultation with the Charter Schools, the District shall address/respond/investigate all complaints received under the Uniform Complaint Procedure ("UCP") involving special education that appropriately fall under the UCP. If a parent utilizes the Charter School's UCP, the Charter Schools shall notify the District within a reasonable time period after receipt of the complaint.

14. **Due Process Hearing/Mediations:** In consultation with the Charter Schools, the District may file a due process complaint regarding a student enrolled in the Charter Schools if the District determines it is legally necessary for both parties to meet their responsibilities under federal and state law. If after consultation with the Charter Schools, the District agrees to the filing of a due process complaint in order for the Charter Schools and/or the District to meet its responsibilities under federal and state law, the Parties will agree in writing to a timeline and allocation of duties for filing the complaint. If the

timeline is not met, or if the Charter Schools believe a due process complaint is necessary but the District disagrees, the Charter Schools may seek dispute resolution as provided for herein.

The District and the Charter Schools shall cooperate to defend against a due process complaint brought by a student enrolled in the Charter Schools. In the event that the District determines that legal counsel representation is needed, the District and the Charter Schools shall be jointly represented by the District legal counsel. In the event that the Charter Schools wish to seek separate counsel or there is a conflict of interest necessitating separate legal counsel, the Charter Schools shall be responsible for the separate costs of its legal counsel. Unless there is a conflict of interest, the Charter Schools shall cooperate in all aspects of preparing for and conducting the due process hearing, including making the staff of the Charter School available. A representative of the Charter Schools shall attend all mediations and hearings regarding students of the Charter Schools.

15. **SELPA Activities and Meetings:** The SELPA Director or designee shall represent the Charter Schools at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter Schools regarding SELPA decisions, policies, etc., shall be communicated to the Charter Schools as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to the staff of the Charter Schools as they are to all other schools within the District. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of the District, such opportunities may be made available to the staff of the Charter Schools.

16. **School District of Residence:** The District shall be responsible for providing all services under this MOU to all Charter Schools students eligible under IDEA regardless of their school district of residence consistent with applicable laws while enrolled at the Charter Schools.

17. **SELPA Requirements:** The Charter Schools agree to adhere to the policies and requirements of the SELPA and to District policies regarding the provision of special education and related services.

18. **Contracted Services:** If needed due to limited special education staff, the District may seek out contracts with other school districts, companies, or organizations to serve the students of the Charter Schools. The Charter Schools shall assist the District in procuring such services as necessary but the Charter Schools shall not directly contract with other school districts, companies, or organizations without written consent of the District. Upon receipt of Charter Schools' request for consent to directly contract with other school

districts, companies, or organizations, the District shall not unreasonably withhold written consent.

G. **Funding**

1. **Retention of Special Education Funds by District:** The Parties agree that, pursuant to the division of responsibilities set forth in this MOU, the Charter Schools have elected the status of operating as a public school of the District for the purposes of special education, and the District has agreed to provide special education and related services for the Charter Schools, consistent with the services it provides at its other public schools. Consistent with the division of responsibility set forth in this MOU, the District shall retain all state and federal special education funding allocated for students of the Charter Schools through the SELPA.
2. **Charter Schools' Contribution to Encroachment:** The District shall retain all revenue generated by Charter Schools for the delivery of special education and related services promised in this Agreement. Each school year, Charter Schools will contribute an equitable share of excess costs expended by the District to the District ("encroachment'), to the extent that the prior year District-wide (including Charter Schools) special education costs exceeded District-wide (including Charter Schools) special education funding. The prior year's excess costs shall be charged to Charter Schools on a prorated basis, based upon the number of students enrolled at Charter Schools compared to District-wide enrollment, recalculated annually. The formula for calculating Charter Schools' contribution is as follows: Total District encroachment divided by District wide attendance x Total Charter Schools attendance, including all students, regardless of home district. No prorated adjustment will be made for students who leave or who enroll during the academic year after P2 counts. The encroachment amount owed to the District shall be offset by any cost the Charter Schools have incurred in providing necessary special education services to its students provided that such costs have been approved by the District prior to being incurred by the Charter Schools.
3. The District shall provide the Charter Schools with documentation as to the calculation of the Charter Schools' share of encroachment and allow the Charter Schools an opportunity to provide input and respond to the calculation prior to invoicing the Charter Schools for the prior year. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures provided in this Agreement.
4. The District shall be responsible for all costs related to the service of Charter Schools' students in the same manner, as it is responsible for the cost of serving other students of the District.
5. Credit to Charter Schools: Charter Schools shall receive an annual credit against the annual encroachment contribution for the services the Charter Schools provide to its special education students. The credit is based on the actual costs incurred by Charter Schools in providing the following staffing (if not provided directly by the SELPA):

Resource Specialist - 2.0 FTE

School Psychologist - 1.0 FTE

Paraprofessional - 1.0 FTE

Speech and Language Pathologist - 1.0 FTE (provided directly by SELPA where possible)

III. INDEMNIFICATION

The District shall indemnify and hold the Charter Schools and its Board Members, trustees, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage, or liability was caused in whole or in part by the negligence, intentional act, or willful misconduct of the District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

The Charter Schools shall indemnify and hold District and its Board Members, trustees, 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 Agreement or its performance, to the extent that such loss, expense, damage or liability was caused in whole or in part by the negligence, intentional act or willful misconduct of the Charter Schools, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

IV. INSURANCE

The Charter Schools, at their sole cost and expense, shall both obtain and keep in full force and effect, beginning on the commencement date and continuing until this Agreement terminates, the following insurance policies for the Site, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

A. Liability Insurance.
    1. General Liability Insurance. Commercial general liability insurance with respect to the Dedicated Space, which includes the Charter Schools' facilities, if any, and the operations of or on behalf of the Charter Schools in, on or about the Dedicated Space, including but not limited to: bodily injury, blanket contractual, and broad form property damage liability *c*overage in an amount not less than One Million Dollars ($1,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools of a type similar to Charter Schools. The policy shall be endorsed to name the Oakland Unified School District as named additional insured and shall provide specifically that any

insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter Schools.

2. Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of Charter Schools' trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charters' Property") in an amount not less than eighty hundred percent (80%) of fair market value.
3. Workers' Compensation Insurance and Employer Liability. Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the Charter Schools from claims that may arise from its operations pursuant to the Workers' Compensation Act.

B. The Charter Schools shall provide the District with certificates of insurance upon execution of this MOU and at any time, upon request by the District. All policies of insurance required to be carried by the Charter Schools shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required of Charter Schools hereunder may be furnished by the Charter Schools under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District upon request. The District may, at any time and from time to time, upon reasonable notice to the Charter Schools and at no cost to Charter Schools, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of the Charter Schools under this Agreement.

V. GENERAL PROVISIONS.

A. **Legal Relationship and Compliance.** The Charter Schools and District agree that the Charter Schools are a separate legal entity that operates the Charter schools under the supervisorial oversight of the District. The Charter Schools retain all operating charter rights and responsibilities, as provided by law, including but not limited to the charter law mega-waiver in Section 47610 of the Education Code, access to charter State bonds, and charter appeal rights.
B. **No Liability for Debt; No Authority to Bind the District.** The District shall not be liable for the debts or obligations of the Charter Schools or for claims arising from the performance of acts, errors, or omissions by the Charter Schools, as long as the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).

Charter School shall not have the authority to enter into a contract that would bind the District,

nor to extend the credit of the District to any third person or party. Charter Schools shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter Schools enter into an agreement or contract for goods or services that the obligations of Charter Schools and are not the responsibility of the District.

C. **Non-Discrimination.** The Charter Schools agree to comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

1. The Charter Schools shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement**,** state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factor.
2. The Charter Schools shall, if requested to so do by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factor.
3. If requested to do so by the District, the Charter Schools shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
4. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

D. **Drug-Free Workplace.** The Charter Schools and its employees shall comply with the District's policy of maintaining a drug-free workplace. Neither the Charter Schools nor Charter Schools employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any District facility or work site. If the Charter Schools or any employee of the Charter Schools are convicted or plead nolo contendere to a criminal drug statute violation occurring at a District facility or work site, the Charter Schools within five days thereafter shall notify the District's Office of Charter Schools. Violation of this provision shall constitute a material breach of this Agreement.

E. **Meet and Confer; Dispute Resolution.** The District or the Charter Schools may, at any time, convene a meeting to discuss each Parties' obligations under this Agreement and to review implementation issues that may arise or any needed modifications or changes in this Agreement. Notwithstanding anything in this Agreement to the contrary, disputes between the Charter Schools and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.
The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an

employees(s) of Charter Schools or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within twenty (20) business days from receipt of the notice of dispute the representatives from Charter Schools shall meet with representatives from the District in an informal setting to try to resolve the dispute.

Neither Party may commence a regulatory or civil action until after the completion of the informal dispute resolution process, or 60 calendar days after requesting the meeting, whichever occurs first.

F. **Entire Agreement.** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied on any of their agents or consultant except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.

VI. SEVERABILITY.

If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

All notices, request and other communication under this Agreement shall be in writing and mailed to the proper address as follows:

To the District/SELPA:

Oakland Unified School District/SELPA
1011 Union Street Oakland, CA 94607
Attn: Neena Bawa
Email: neena.bawa@ousd.org

Office of Charter Schools
1000 Broadway, 6th Floor Room 640 Oakland, CA 94607
Email: sonali.murarka@ousd.org
To the Charter Schools:
American Indian Model Schools

Attn: Superintendent Maya Woods Cadiz
717 12th Street, Oakland, CA 94607
Email: maya.woods-cadiz@aimschools.org

_____ _____

Maya Woods-Cadiz, AIMS Date

_____ _____

Neena Bawa, SELPA Date

AIMS Board Meeting Item Cover Letter

Item: SELPA Discussion

Presented By: Andrea Pittman

Staff Recommendation:

AIMS is currently in contract with Oakland Unified School District's SELPA to provide Special Education services to our children. During the 2019-2020 fiscal year the cost significantly increased for those services. This, along with the current fiscal challenges ignites an investigation into other SELPA services. To change SELPA's requires 1 year notification as well as a designation of services. Attached is the process and options.

Committee Approval: Finance Committee

Total Associated Cost: TBD

Included in Budget? Yes

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?