AIMS K-12 College Prep Charter District

AIMS Special Finance Committee Meeting

Date and Time

Wednesday June 9, 2021 at 7:00 AM PDT

Location

Join Zoom Meeting
https://us02web.zoom.us/j/87328657373?pwd=SU1lZ1psZlBhT1FGVnZpb3FXcjVRZz09

Meeting ID: 873 2865 7373
Passcode: 698967
One tap mobile
+16699006833,,87328657373#,,,,*698967# US (San Jose)
+13462487799,,87328657373#,,,,*698967# US (Houston)

Dial by your location
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 873 2865 7373
Passcode: 698967
Find your local number: https://us02web.zoom.us/u/ks1kOVc6K

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.**

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Meeting ID: 873 2865 7373
Passcode: 698967

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 AM**
	Opening Items			
A.	Call the Meeting to Order		Chris Edington	
	President Edington will call the June 9, 2021 AIMS Special Finance Committee Meeting to order.			
B.	Record Attendance and Guests		Corey Hollis	1 m
	Corey Hollis will record attendance at the June 9, 2021 AIMS Special Finance Committee Meeting			
C.	Adoption of the Agenda	Vote	Chris Edington	2 m
	The Finance Committee will consider adopting the June 9, 2021 Special Finance Committee Agenda.			
D.	Approval of the Minutes	Approve Minutes	Chris Edington	1 m
	The Finance Committee will consider approving the May 13, 2021 Finance Committee Monthly Meeting minutes.			
	Approve minutes for AIMS Finance Committee Meeting on May 13, 2021			
E.	Approval of the Minutes	Approve Minutes	Corey Hollis	1 m
	The Finance Committee will consider approving the January 21, 2021 Finance Committee Monthly Meeting minutes.			

		Purpose	Presenter	Time
	Approve minutes for Finance Committee Monthly Meeting on January 21, 2021			
F.	Approval of the Minutes	Approve Minutes	Corey Hollis	1 m
	The Finance Committee will consider approving the October 8, 2020 Finance Committee Monthly Meeting minutes.			
	Approve minutes for Finance Committee Monthly Meeting on October 8, 2020			
G.	Public Comment on Non-Agenda Items			4 m
	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).**			
H.	Public Comment on Agenda Items			4 m
	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).**			
II.	**Non-Action Items**			**7:14 AM**
A.	Potential Cost and Benefits of El Dorado Special Education Local Plan Areas (SELPA)	FYI	Maya Woods-Cadiz	5 m
	Superintendent Maya Woods-Cadiz will present Potential Cost and Benefits of El Dorado SELPA presentation.			
III.	**Action Items**			**7:19 AM**
A.	2021-2022 Adoption Budget	Vote	Katema Ballentine	3 m
	The Finance Committee will consider the approval of the 2021 - 2022 Budget.			
B.	Education Protection Account Resolution	Vote	Katema Ballentine	3 m

		Purpose	Presenter	Time
	The Finance Committee will consider the approval of the Education Protection Account Resolution.			
C.	Oakland Enrolls Memorandum of Understanding (MOU)	Vote	Marisol Magana	3 m
	The Finance Committee will consider the approval of the Oakland Enrolls MOU.			
D.	BACR After School Agreement for AIMS MS and AIPCS II	Vote	Marisol Magana	3 m
	The Finance Committee will consider the approval of the BACR After School Agreement for AIMS MS and AIPCS II.			
E.	Expanded Learning Opportunity Plan - Update (AIMS HS, AIMS MS and AIPCS II)	Vote	Marisol Magana	3 m
	The Finance Committee will consider the approval of the Expanded Learning Opportunity Plan.			
F.	Illuminate and PowerSchool contracts	Vote	Marisol Magana	3 m
	The Finance Committee will consider the approval of the Illuminate or PowerSchool contract.			
G.	PowerSchool Conference, Las Vegas - Operations Department	Vote	Marisol Magana	3 m
	The Finance Committee will consider the approval of the PowerSchool Conference for the Operations Department.			
H.	PowerSchool Conference, Las Vegas - AIMS Heads of School	Vote	RIffat Akram	3 m
	The Finance Committee will consider the approval of the PowerSchool Conference for the AIMS Heads of School.			

IV. Closed Session — 7:43 AM

A.	Public Comment on Closed Session Items	FYI		2 m
	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).**			

		Purpose	Presenter	Time
B.	Recess to Closed Session	FYI		15 m
	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) 3. Employee matters			
C.	Reconvene from Closed Session	Vote		1 m
	Roll Call			
D.	Report from Closed Session	FYI		1 m
V.	**Closing Items**			**8:02 AM**
A.	Items For Next Agenda	FYI		
	- - - -			
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI	Corey Hollis	1 m

The next regular meeting of the Board of Directors is scheduled to be held on June 14, 2021, @ 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 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.

	Purpose	Presenter	Time

I, Corey Hollis, hereby certify that I posted this agenda on the AIMS website @ aimsk12.org, on, June 8, 2021, at 06:55 AM.
Certification of Posting

Coversheet

Approval of the Minutes

Section:	I. Opening Items
Item:	D. Approval of the Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for AIMS Finance Committee Meeting on May 13, 2021

APPROVED

AIMS K-12 College Prep Charter District

Minutes

AIMS Finance Committee Meeting

Date and Time
Thursday May 13, 2021 at 7:00 AM

Location
Join Zoom Meeting
https://zoom.us/j/96868909690?pwd=aDF0dmZOclhZYTJPUEVmdWE1MHk3QT09

Meeting ID: 968 6890 9690
Passcode: 664268
One tap mobile
+16699009128,,96868909690# US (San Jose)
+12532158782,,96868909690# US (Tacoma)

Dial by your location
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 968 6890 9690
Find your local number: https://zoom.us/u/a2UcMj25u

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Join Zoom Meeting: https://zoom.us/j/95164754122?pwd=ZmlrZzFRdjBaWkJGS2dZUDNTWEJ4dz09
Meeting ID: 951 6475 4122
Password: 320158

Committee Members Present
A. Abuyen (remote), C. Edington (remote), K. Ballentine (remote), M. Woods-Cadiz (remote)

Committee Members Absent
None

Guests Present
C. Hollis (remote), Karen Peters (remote), M. Magana (remote), M. Williams (remote), T. Tung (remote)

I. Opening Items

A. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Thursday May 13, 2021 at 7:00 AM.

B. Record Attendance and Guests

C. Adoption of the Agenda

C. Edington made a motion to adopt the May 13, 2021 Finance Committee agenda as presented.
A. Abuyen seconded the motion.
The committee **VOTED** unanimously to approve the motion.

D. Approval of the Minutes

C. Edington made a motion to approve the minutes from AIMS Special Finance Committee Meeting on 04-15-21.
A. Abuyen seconded the motion.
The committee **VOTED** unanimously to approve the motion.

E.

Public Comment on Non-Agenda Items

No public comment on Non-Agenda Items.

F. Public Comment on Agenda Items

No public comment on Agenda items.

II. Action Items

A. 2021 - 2022 Directors and Officers Insurance Renewal

C. Edington made a motion to approve item III.A. 2021 - 2022 Directors and Officers Insurance Renewal as presented.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

K. Ballentine	Absent
M. Woods-Cadiz	Aye
C. Edington	Aye
A. Abuyen	Aye

CBO Katema Ballentine presented III.A. 2021 - 2022 Directors and Officers Insurance Renewal

- Click links to view:
  - **AIMS Board Cover Letter Directors and Officer Insurance 2021.pd**
  - **Insurance Memo Directors and Officers May board meeting.docx**
  - **PGU Indian Harbor D&O '21 (1).pdf**

B. AIMS K-12 2019 - 2020 Taxes

CBO Katema Ballentine presented item III.B. AIMS K-12 2019 - 2020 Taxes

- Click links to view:
  - **AIMS Board Cover 2019 Tax Return.pdf**
  - **Draft 2019 Tax Returns American Indian Model Schools.pdf**

A. Abuyen made a motion to approve item III.B AIMS K-12 2019 - 2020 Taxes as presented.
C. Edington seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
M. Woods-Cadiz	Aye
A. Abuyen	Aye
K. Ballentine	Aye

C. Expanded Learning Opportunities Grant Plan for American Indian Public Charter School II

Marisol Magaña presented item III.C. Expanded Learning Opportunities Grant Plan for American Indian Public Charter School II.

- Click links to view:
  - **ELO - AIPCS II.pdf**
  - **AIPCS II ELO Grant.docx**

C. Edington made a motion to approve item III.C Expanded Learning Opportunities Grant Plan for American Indian Public Charter School II as presented.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

A. Abuyen	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye
C. Edington	Aye

D. Expanded Learning Opportunities Grant Plan for AIMS College Prep Middle School

Marisol Magaña presented item III.D. Expanded Learning Opportunities Grant Plan for AIMS College Prep Middle School.

- Click links to view:
  - **ELO - AIMS MS Cvr Ltr.pdf**
  - **AIMS MS ELO Grant.docx**

C. Edington made a motion to approve item III.D. Expanded Learning Opportunities Grant Plan for AIMS College Prep Middle School as presented.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye
A. Abuyen	Aye

E. Expanded Learning Opportunity Grant Plan for AIMS College Prep High School (AIPHS)

Superintendent Maya Woods-Cadiz presented item III.E. Expanded Learning Opportunity Grant Plan for AIMS College Prep High School (AIPHS)

- Click links to view:

- ELO - AIMS HS Cvr Ltr.pdf
- AIMS HS ELO Grant.docx.pdf
- Expanded Learning Opportunities Grant (EZ Read).pdf
- AIMS HS Expanded Learning Opportunities Grant Plan_ Teacher input.pdf
- AIMS HS Expanded Learning Opportunities Grant Proposal Parent Feedback (Responses).pdf
- Acellus.pdf
- 210505 AIMS College Prep HS STEM4Real .pdf
- Quote # QU1521.pdf
- Aims College Prep HS Reading Inventory 5 year CP#8012765 PD.pdf
- Aims College Prep HS Math Inventory 5 year CP#8012776 PD.pdf
- ALEKS Quote- AIMS- 3-yr - 5.5.21.pdf
- PowerSchool User Conference Proposal.pdf

M. Woods-Cadiz made a motion to approve item III.E. Expanded Learning Opportunity Grant Plan for AIMS College Prep High School as presented.
C. Edington seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call	
A. Abuyen	Aye
C. Edington	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye

F. Update School Plan for Student Achievement (SPSA) - American Indian Public Charter School II (AIPCS II)

Marisol Magaña presented item III.F. Update SPSA - AIPCS II

- Click link to view:
  - SPSA - AIPCS II Cvr ltr.pdf
  - SPSA - AIPCS II.docx

C. Edington made a motion to approve item III.F SPSA for AIPCS II.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call	
K. Ballentine	Aye
C. Edington	Aye
M. Woods-Cadiz	Aye
A. Abuyen	Aye

G. School Plan for Student Achievement (SPSA) - AIMS College Prep Middle School (AIMS MS)

C. Edington made a motion to approve item III.G SPSA for AIMS MS.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call	
C. Edington	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye
A. Abuyen	Aye

Marisol Magaña presented item III.G. SPSA - AIMS MS

- Click link to view:
  - **SPSA - AIMS MS Cvr ltr.pdf**
  - **SPSA - AIPCS.docx**

H. 3rd Floor Bathroom Renovations Update

Marisol Magaña presented item III.H. 3rd Floor Bathroom Renovations Update.

- Click link to view:
  - **Bathroom Bid Document.pdf**
  - **Bathroom Renovation (1).pdf**
- Deadline to submit extension for the 12th Street Bathroom Renovation permit is August 16, 2021.
- Debt ratio balance of AIMS budget is the concern for committing to the Bathroom renovations.
  - Committing to the Bathroom renovations will place AIMS expenditures over revenue.

A. Abuyen made a motion to present item to the AIMS Board on May 18, 2021 with a recommendation to postpone item III.H 3rd Floor Bathroom Renovations until accurate dates and times for renovations are provided.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call	
C. Edington	Aye
A. Abuyen	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye

I. Ring Central Contract

Marisol Magaña presented item III.I. Ring Central Contract

- Click links to view:
  - **RingCentral Cover Letter.pdf**
  - **American Indian Model Schools Proposal 12 Mth Agreement.pdf**

- Terms of agreement for 12-month service: $25.99 per user.
- **American Indian Model Schools Proposal 24 mth agreement.pdf**
  - Terms of agreement for 24-month service: $20.79 per user.
- Estimated purchase of 100 licenses for both agreements.
- Ring central services are transferrable to any AIMS location if AIMS changes facilities location within the time of the service.

C. Edington made a motion to approve item III.I Ring Central Contract for a 24 month service.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

M. Woods-Cadiz	Abstain
A. Abuyen	Aye
C. Edington	Aye
K. Ballentine	Aye

J. AT&T Fiber Contract

Marisol Magaña presented item III.J. AT&T Fiber Contract.

- Click links to view:
  - **AT&T Cover Letter.pdf**
  - **AT&T 1 Gigmbps Revised.pd**
  - **AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_2193401 (1).pdf**

C. Edington made a motion to approve item III.J AT&T Fiber Contract as presented.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
A. Abuyen	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye

K. Lunch Masters Addendum Contract 2021-2022

Tiffany Tung presented item III.K. Lunch Masters Addendum Contract 2021-2022.

- Click links to view:
  - **Lunch Masters Contract 2021-2022.pdf**
  - **AIMS Addendum 20212022.docx**

C. Edington made a motion to approve item III.K Lunch Masters Addendum Contract 2021 - 2022 as presented.

A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

A. Abuyen	Aye
K. Ballentine	Aye
C. Edington	Aye
M. Woods-Cadiz	Aye

L. 3 Day Blinds Solar Shades Quote

Tiffany Tung presented item III.L. 3 Day Blinds Solar Shades Quote.

- Click links to view:
  - **3 Day Blinds Quote AIPHS.pdf**
  - **All other rooms (2).pdf**
  - **Rooms 10 and 16.pdf**

C. Edington made a motion to approve item III.L 3 Day Blinds Solar Shades Quote as presented.
A. Abuyen seconded the motion.
Director Edington request a copy of the OUSD approve email be attached to the item on the Consent Calendar for the May 18, 2021 Monthly Board meeting.
The committee **VOTED** to approve the motion.

Roll Call

A. Abuyen	Aye
M. Woods-Cadiz	Aye
C. Edington	Aye
K. Ballentine	Aye

III. Closed Session

A. Public Comment on Closed Session Items

No public comment on Closed session items.

B. Recess to Closed Session

C. Reconvene from Closed Session

D. Report from Closed Session

IV. Closing Items

A. Items For Next Agenda

B.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:15 AM.

Respectfully Submitted,
C. Edington

C. NOTICES

Coversheet

Approval of the Minutes

Section:	I. Opening Items
Item:	E. Approval of the Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Committee Monthly Meeting on January 21, 2021

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Finance Committee Monthly Meeting

Date and Time
Thursday January 21, 2021 at 7:00 AM

Location
Zoom - https://zoom.us/j/99007073783

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Join Zoom Meeting https://us02web.zoom.us/j/87086078199?pwd=UytpNENKazRIOStLRWR0bTVGZ1JaZz09
Meeting ID: 870 8607 8199 Password: 3wrGPs

Committee Members Present
A. Abuyen (remote), C. Edington (remote), K. Ballentine (remote), M. Woods-Cadiz (remote)

Committee Members Absent
None

Guests Present

C. Hollis, M. Magana (remote)

I. Opening Items

A. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Thursday Jan 21, 2021 at 7:30 AM.

B. Record Attendance and Guests

C. Public Comment on Non-Action Items

No public comment on Non-action items.

D. Public Comment on Action Items

No public comment on Action items.

II. Action Items

A. Fiscal Policies

CBO Ballentine presented item III.A Fiscal Policies.

- Click below to view:
  - **AIMS Finance Committee Meeting Cover Sheet - Google Forms.pdf**
  - **318 BIDS.docx**
  - **319 CONTRACTS.docx**
  - **319.1 ATTORNEY CONTRACTS.docx**
  - **320 INVENTORY.docx**
  - **316 EXPENDITURES AND PURCHASES.docx**
  - **317 MANAGEMENT OF ASSETS.doc**
- Propose to bring 3 additional contracts for discussion and approval at the next Finance Committee meeting:
  - Property acquisition contracts
  - Superintendent contract
  - Executive contracts

C. Edington made a motion to approve item III.A Fiscal Policies as presented with the exception of policy 316 Expenditures and Purchases in the section the reads, "District funds shall not be expended for the purchase of alcoholic beverages." Cross out and replace District with Public.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

K. Ballentine	Abstain
A. Abuyen	Aye
M. Woods-Cadiz	Abstain
C. Edington	Aye

III. Closed Session

A. Public Comment on Closed Session Items

No public comment on closed session items.

B. Recess to Closed Session

C. Reconvene from Closed Session

D. Report from Closed Session

IV. Closing Items

A. Items For Next Agenda

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:00 AM.

Respectfully Submitted,
C. Edington

C. NOTICES

Coversheet

Approval of the Minutes

Section: I. Opening Items
Item: F. Approval of the Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Committee Monthly Meeting on October 8, 2020

APPROVED

AIMS K-12 College Prep Charter District

Minutes

Finance Committee Monthly Meeting

Date and Time
Thursday October 8, 2020 at 7:30 AM

Location
Zoom - https://zoom.us/j/99007073783

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Join Zoom Meeting https://us02web.zoom.us/j/87086078199?pwd=UytpNENKazRIOStLRWR0bTVGZ1JaZz09
Meeting ID: 870 8607 8199 Password: 3wrGPs

Committee Members Present
A. Abuyen (remote), C. Edington (remote), K. Ballentine (remote), M. Woods-Cadiz (remote)

Committee Members Absent
None

Committee Members who arrived after the meeting opened

A. Abuyen

Guests Present
M. Magana (remote), T. Tung (remote)

I. Opening Items

A. Call the Meeting to Order

C. Edington called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Thursday Oct 8, 2020 at 7:42 AM.

B. Record Attendance and Guests

C. Public Comment on Non-Action Items

No public comment on Non-action items.

D. Public Comment on Action Items

No public comment on action items.

II. Action Items

A. Nutrition Program

Tiffany Tung presented item III.A. Nutrition Program.

- Click links below to view:
  - **AIMS Finance Comittee Cover Nutrition program (1).pdf**
  - **Nutrition Program Update 2020-2021 (2).pdf**
- Proposing to open the nutrition program for the 12th street campus location.
- Applied for the Seamless Summer Option program and was approved on September 14, 2021 until December 2020
  - All meals provided to students are 100% reimbursable through the CDE and USDA for persons under age 19.
- Reimbursement rate: $3.41 per meal.
- Benefits of Lunch Distribution Site at 12th street campus.
  - More accessible to AIMS students and families.
- The majority of AIMS students reside around the 12th street campus.
- Approximately 30% of families are unable to commute to the 746 Grand Ave. Campus. from 11:00 am - 12:45pm on Monday's.
  - 50 AIMS participants responded to the survey.
- Approximately 55% find the 171 12th street campus more convenient to commute to than the 746 Grand Ave. campus.
  - 50 AIMS participants responded to the survey.

- Serving 5 day meal kits currently served 175 meal kits district wide.
- Lunch distribution time: 12:30pm - 2:30pm at 12th street campus.
- Superintendent requested more detail on how the distribution of lunches will happen in regards to staffing procedure, and process.

A. Abuyen arrived at 7:50 AM.
C. Edington made a motion to approve item III.A Nutrition Program and place on consent calendar for the October 20, 2020, AIMS Monthly Board meeting.
A. Abuyen seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call	
M. Woods-Cadiz	Abstain
C. Edington	Aye
A. Abuyen	Aye
K. Ballentine	Aye

B. School Plan for Student Achievement for American Indian Public Charter School II

Marisol Magaña presented item III.B. School Plan for Student Achievement for American Indian Public Charter School II.

- Click links below to view:
  - **SPSA Cover Letter.pdf**
  - **SPSA - AIPCS II.docx**
- Needs approval by October 21, 2020.
- Will add parent feedback to document.
- Will add item to action items on AIMS Monthly Board meeting October 20, 2020.

III. Closed Session

A. Public Comment on Closed Session Items

No public comment on Closed session items.

B. Recess to Closed Session

C. Reconvene from Closed Session

D. Report from Closed Session

IV. Closing Items

A. Items For Next Agenda

B. Adjourn Meeting

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

Respectfully Submitted,
C. Edington

C. NOTICES

Coversheet

Potential Cost and Benefits of El Dorado Special Education Local Plan Areas (SELPA)

Section:	II. Non-Action Items
Item:	A. Potential Cost and Benefits of El Dorado Special Education Local Plan Areas (SELPA)
Purpose:	FYI
Submitted by:	
Related Material:	Final June Finance Commitee Report SELPA.pdf

AIMS K-12 COLLEGE PREP CHARTER DISTRICT

POTENTIAL COST AND BENEFIT OF EL DORADO SELPA

Superintendent Woods-Cadiz

June Finance Committee

Content

AIMS Potential Cost and Revenues 2021-2022 (CHELPA)

Potential Cost By AIMS School AIMS Potential Cost and Revenues 2021-2022 (OUSD SELPA)

Factors To Consider

Potential CHELPA Admin Fee 2021-2022

5% of AIMS Gross Base Funding

Approximately $50,625

Potential AIMS Revenue With CHELPA

$1,012,500

($750 X 1350 Students)

$625.00 State Revenue
$125.00 Federal Revenue

Potential 2021-2022 SpEd Revenue and Expediture With OUSD SELPA

POTENTIAL SPED REVENUE RECEIVED BY AIMS

0

POTENTIAL SPED EXPENDITURES

$1,900 X 1350 = $2,565,000

POTENTIAL MOU ADJUSTMENT

$450,000

Factors to Consider

NON-PUBLIC SCHOOL PLACEMENT

AIMS will have to pay for non-public school placement if required. Potentially twenty to forty thousand per qualifying student

LEGAL

Due to lack of a consistent funding source, this pool was suspended indefinitely by El Dorado CEO Council beginning in 2020-21. AIMS will need to pay cost of litigation

SPECIAL DAY CLASS PLACEMENT

AIMS will need to have special day classes or pay the cost of placement (cost unknown)

Coversheet

2021-2022 Adoption Budget

Section:	III. Action Items
Item:	A. 2021-2022 Adoption Budget
Purpose:	Vote
Submitted by:	
Related Material:	Adopted Budget 2021 22.pdf American Indian Model Schools Exec Memo Adoption 2122.docx 21-22 AIMS II MYP Budget Projection Alt. Form.xls 21-22 AIMS HS MYP Budget Projection Alt. Form.xls AIMS MS 21-22 MYP Budget Projection Alt. Form.xls

AIMS Board Meeting Item Cover Letter

Item: 2021-22 Adopted Budget

Presented By: Katema Ballentine

Staff Recommendation:

Please review and approve the submission to OUSD of the Adopted budgets for AIPCS, AIPCS II and AIPHS for the 2021-22 fiscal year. Total Revenues $18,715,859. Total Expenses $18,073,266. Estimated Ending Fund Balance of $6,018,630

Committee Approval:

Total Associated Cost: 18,073,266

Included in Budget?Y

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022

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American Indian Model Schools
2021-2022 Adoption Budget Executive Summary

American Indian Public Charter School was incorporated in the State of California in 1996 as a Nonprofit Public Benefit Corporation (501(c)(3)). The American Indian Model Schools Charter District was formed in 2006 with the expansion of schools, adding American Indian Public High School and American Indian Public Charter II, (K-8). The Charter is located in Oakland of Alameda County.

American Indian Model Schools is a Charter District comprised of 3 schools. As of Second Interim, American Indian Model Schools currently enrolls 1,371 students among the schools; One K-8, One Middle School (6-8) and One High School. AIMS currently employs 114 full and 6 part-time staff to serve our students.

Governance

The Charters are governed by a volunteer Board of Directors. There are Seven members of the board, each volunteering their term. The school board meets once a month on the third Tuesday of each month. The Board of Directors are informed by a several other committees such as the Governance, Finance, Facility and LCAP Advisory Committees' that also meet monthly. Charter operations are led by Superintendent Maya Woods-Cadiz.

Enrollment

In accordance to the 2016-2021 Charter Agreement with Oakland Unified School District, AIMS K12 has nearly reached its full enrollment capacity. American Indian Public Charter (AIPCS) is capped at 250 students, American Indian Public Charter II (AIPCS II) 675, and American Indian Public High School (AIPHS) at 450. The report below reflects enrollment numbers, the Average Daily Attendance (ADA) number and the Average Daily Attendance (ADA) percentages used in projecting the budgets. Aims current waitlist is reflected as well.

2020-2021 2nd INTERIM	AIPCS	AIPCS II	AIPHS	TOTAL
Enrollment	240	661	419	1320
Average Daily Attendance %	97%	97%	95%	
Average daily Attendance	233	641	398	1272

2021-2022 ADOPTION BUDGET	AIPCS	AIPCS II	AIPHS	TOTAL
Enrollment	240	655	440	1335
Average Daily Attendance %	97%	97%	95%	
Average daily Attendance	233	635	418	1286

Enrollment Wait List as of June 1,2021	
SITE	TOTAL
AIPCS	13
AIPCS II	587
AIPHS	31
TOTAL	631

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2021-22 State Budget

Political Landscape

- As a result of unexpected surges in state revenues and robust federal stimulus funding, the 21-22 May Revision is proposing bold investments.
- The proposed budget for K-14 education includes a mix of ongoing and one-time investments that focus on equity. The budget proposal lays out a "California for All Kids Plan" which seeks to close readiness and opportunity gaps for underserved students.

Principal Apportionment Deferrals

- The May Revision reduces the deferrals included in the 2021-21 enacted budget by eliminating February – May 2022 deferrals – leaving only June 2022's cash deferral.

Other Proposals / Considerations

- The May Revision recognizes the statutory COLA for 2021-22 of 1.7% and adds an additional 1% bringing the COLA to 2.70%, compounded with 20-21's statutory COLA of 2.31%, results in an **LCFF COLA of 5.07%** for 2021-22.
- A COLA of 1.7% for categorical programs outside of the LCFF, including the SB740 Charter School Facility Grant Program.
- Increase the concentration grant funding from 50% to 65%.
- One time Increase in federal funding to IDEA from the American Rescue Plan.
- Investment in educator workforce by providing $3.3 billion in support initiatives and training.
- Provide universal access to TK to all four-year-old's in CA by 2024-25.
- Ongoing funding to subsidize school meals for all students.

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School Operations Changes in 2021-22

- Charter School Renewal Relief: To recognize the significant data-gap caused by lack of testing and dashboard metrics during the pandemic, the Governor proposes that all charter schools whose term expires on or before June 30, 2025 shall have their term extended by two years.

- Return to On-Site Instruction: The May revision assumes return to full-time, in person instruction consistent with operational rules for years prior to the pandemic. The proposal does not offer any "hold harmless" funding for charter school ADA losses in 2021-22 and reverts to per-COVID law on funding calculations.

- No Growth Caps: All charter schools will be funded for actual 2021-22 ADA. The devastating caps that were imposed on may charter schools for 2020-21 expire on June 30, and no continuation of any caps is proposed.

- Independent Study Reform: Recognizing that many students may still prefer an independent study (distance learning) option, the Governor proposes a series of permanent changes to independent study laws.

Next Steps

The May Revision is typically a fiscal update to the Governor's January Budget, but this year contains significant new policy proposals. The Legislature must act to accept, reject, or amend the items in the proposal and approve the 2021-22 budget by the constitutional deadline of June 15.

Provided by Susan Lefkowitz, CSMC

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Budget

American Indian Model Schools' fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. The 2021-2022 Adoption budget projects an $18,715,859 budget. Total revenue numbers are comprised of the funding types described below.

REVENUES	AIMS K-12 COLLEGE PREP			
	20-21 2nd Interim	21-22 Adoption Budget	Variance	%
TOTALS	$ 17,948,950.00	$ 18,715,859.00	$ 766,909.00	

**LCFF: Local Control Funding Formula*

The General Fund *(LCFF + Other State Revenue)* is used to record the day-to-day operations of the charter. There are nine special purpose funds to capture the remaining budget.

- GENERAL PURPOSE: State Apportionments include the LCFF calculations based on Average Daily Attendance enrollment and percentages (ADA) and Other State Revenue: State Food Revenue, State Lottery and State Mandated Block Grant funds

Special Funds

- ASES: Afterschool Program
- LOCAL FUNDS (Measure G1, Donations & Grants)

Federal

American Indian Model Schools receives direct funding* of federal funds for at risk students:
**Direct Funding: Federal allocation is directly provided to Charter. The funds do not "pass-through" the Authorizing District (Oakland Unified School District)*

- Title I, Part A Low Income at Risk
- Professional Development (Title II)
- English Learners (Title III)
- Title VI,
- NSLP/SSO: Funding to provide meals to those students qualifying for free or reduced lunches.
- Facilities Grant
- New- CARES Act: ESSER Funding (1st and 2nd Round)
- New- Expanded Learn Opportunity Plan
- New – Expanded Learning Opportunity Plan -Paraprofessional
- New- In-Person Learning Grant

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Budget Benchmarks – Process timeline

Budget Benchmarks – Process timeline

- **AIMS Budget Adoption: June 15,2021**
- State's June Budget Adoption: June 30,2021
- 45 Day Budget Revision (not required): Mid-August
- Unaudited Actuals (2020-21 Closing): September 03,2021
- First Interim (Realignment based on July – Oct 31 Activity): December 15, 2021
- January Governors Release (Projections for 2022-2023): January 2022
- Second Interim (Realignment based on Nov 1, 2021– Jan 31, 2022)- March 2022
- Governors May Revise (Revision to Jan. Gov. Release): May 2022
- 2022-23 Budget Adoption – June 2022

Adoption Budget

Adopted Budget is the plan of financial operation consisting of an estimate of proposed revenue and expenditures for the upcoming fiscal year. School district budgets are adopted based on estimates of State funding. Once the State adopts their budget, school district budgets are subsequently updated.

Revenues

AIMS K12 is primarily funded by State and Federal revenues, approximately 2% of revenues are based on grants and/or local revenues. The FCMAT 2021-22 May Revise Local Control Funding Formula (LCFF) Calculator reflected an increase in the State allocated funds. All schools saw a between and 4% to 6.7% increase, averaging out to a 4.27% increase across the organization. Below highlight the changes in summary and per school:

REVENUES	AIMS K-12 COLLEGE PREP			
	20-21 2nd Interim	21-22 Adoption Budget	Variance	%
LCFF SOURCES	$ 13,707,747.00	$ 14,454,152.00	$ 746,405.00	5.45%
FEDERAL REVENUES	$ 2,298,637.00	$ 2,117,340.00	$ (181,297.00)	-7.89%
OTHER STATE REVENUES	$ 1,366,834.00	$ 1,855,537.00	$ 488,703.00	35.75%
LOCAL REVENUES	$ 575,732.00	$ 288,830.00	$ (286,902.00)	-49.83%
TOTALS	**$ 17,948,950.00**	**$ 18,715,859.00**	**$ 766,909.00**	4.27%

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REVENUES	AIPCS			
	20-21 2nd Interim	21-22 Adoption Budget	Variance	%
LCFF SOURCES	$ 2,299,286	$ 2,453,757	$ 154,471	6.72%
FEDERAL REVENUES	$ 340,856	$ 258,623	$ (82,233)	-24.13%
OTHER STATE REVENUES	$ 255,585	$ 432,127	$ 176,542	69.07%
LOCAL REVENUES	$ 209,804	$ 75,894	$ (133,910)	-63.83%
TOTALS	**$ 3,105,531**	**$ 3,220,401**	**$ 114,870**	

LCFF SOURCES: Reflects a calculation from the 2021-22 May Revise for AIPCS

FEDERAL REVENUES: The Federal Facility Grant for AIPCS expired in the 20-21 fiscal year. Adoption reflects the reduction of that revenue. The 2nd Round of NEW ESSER funding in the amount of $151,716 offset the reduction of the Facility Grant funding.

OTHER STATE REVENUE: The In-Person and Expanded Learning Opportunity Grants are reflected as Other State Revenue.

LOCAL REVENUE: The Roberto Trust Fund was accounted for in 20-21 and the revenue receipt was reduced during Adoption.

REVENUES	AIPCS II			
	20-21 2nd Interim	21-22 Adoption Budget	Variance	%
LCFF SOURCES	$ 6,574,746	$ 6,864,497	$ 289,751	4.41%
FEDERAL REVENUES	$ 1,355,096	$ 1,314,848	$ (40,248)	-2.97%
OTHER STATE REVENUES	$ 720,990	$ 901,265	$ 180,275	25%
LOCAL REVENUES	$ 133,164	$ 140,093	$ 6,929	5.20%
TOTALS	**$ 8,783,996**	**$ 9,220,703**		

LCFF SOURCES: Reflects a calculation from the 2021-22 May Revise for AIPCS II

FEDERAL REVENUES: The variance reflects the Title allocation adjustments.

OTHER STATE REVENUE: The In-Person and Expanded Learning Opportunity Grants are reflected as Other State Revenue.

LOCAL REVENUE: Realignment of projections

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REVENUES	AIPHS			
	20-21 2nd Interim	21-22 Adoption Budget	Variance	%
LCFF SOURCES	$ 4,833,715	$ 5,135,898	$ 302,183	6.25%
FEDERAL REVENUES	$ 602,685	$ 543,869	$ (58,816)	-9.76%
OTHER STATE REVENUES	$ 390,259	$ 522,145	$ 131,886	33.79%
LOCAL REVENUES	$ 232,764	$ 72,843	$ (159,921)	-68.71%
TOTALS	**$ 6,059,423**	**$ 6,274,755**	**$ 215,332**	

LCFF SOURCES: Reflects a calculation from the 2021-22 May Revise for AIPHS

FEDERAL REVENUES: Decreased **r**evenues for federal funding reflect the removal of the Learning Mitigation Loss and GEER funding that were fully expensed during the 20-21 fiscal year.

OTHER STATE REVENUE: The In-Person and Expanded Learning Opportunity Grants are reflected as Other State Revenue.

LOCAL REVENUES: The Roberto Trust Fund was accounted for in 20-21 and the revenue receipt was reduced during Adoption.

Funding Types:

SSO Grant:
On September 17, 2020 AIMS K12 was approved to participate in the SSO Food program. This program was designed to ensure that students and families were provided with meals during the pandemic. The State funded program, reimburses full cost of meals AIMS K12 distributes to its students and surrounding
community. The program differs from the NSLP program as it does not require the same level of record maintenance for reimbursement as this program tracks the meals distributed not the child it is distributed to. The language also allows AIMS to provide meals for any community member under the age of 18. The program allows for full reimbursement of cost.

Elementary & Secondary School Relief Emergency Fund (ESSER): (Round
(MOSTLY EXPENSED IN 2020-21 BUDGET)
ESSER funding is outlined in the 2020-21 Governor's budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's ESSER budget for schools. ESSER funds are available for expensing until 9/30/2022.These funds are meant to assist schools in preparing for distance or hybrid learning. AIMS approved the application for the ESSER funds during the August 18, 2020 Board Meeting. The total State budget is 1.65B of which AIMS K12 received $304,843 at 1st Interim.

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California Department of Education has released the new allocations for the second round of ESSER funds in which AIMS K12 has received an additional $1,260,266. These funds are provided as a reimbursement of qualifying expenses therefore the budget is partially reflected in the 20-21 fiscal year and the remaining allocation is reflected in the Adoption Budget.

GOVERNORS EMERGENCY EDUCATION RELIEF (GEER): Learning Loss Mitigation (Based on Students with Disabilities)

GEER funding is outlined in the 2020-21 Governor's budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's GEER budget for schools. GEER funds are available for expensing until 9/30/2022. These funds are meant to address learning loss or accelerating progress to close learning gaps. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil
supports to address barriers in learning. The total State budget is 1.5B of which AIMS K12 received $19,780.

CARES: Learning Loss Mitigation Fund (LLMF) (Based on Supplemental & Concentration Grants) **(FULLY EXPENSED IN 2020-21 BUDGET)**

LLMF funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES). These funds are meant to address learning loss or accelerating progress to close learning gaps. LLMF funds are expected to expended by December 30,2020. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil supports to address barriers in learning. AIMS approved the application for the LLMF funds during the August 18, 2020 Board Meeting. The total State budget is 2.86B of which AIMS K12 received $942,820. These funds were fully expended by the December 30, 2020 deadline.

GENERAL FUND: Learning Loss Mitigation (LMFF) (Based on LCFF)
(FULLY EXPENSED IN 2020-21 BUDGET)

LLMF funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's LMFF budget for schools. These funds are meant to address learning loss or accelerating progress to close learning gaps. LLMF funds are expected to expended by December 30,2020. The funds support programs to extend the school year, provide additional academic services and providing integrated pupil supports to address barriers in learning. AIMS approved the application for the LLMF funds during the August 18, 2020 Board Meeting. The total State budget is 440M of which AIMS K12 received $115,623. These funds were fully expended by the December 30, 2020 deadline.

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IN-PERSON GRANT (NEW FUNDING)

Provides funding to county offices of education (COE), school districts, charter schools and state special schools to assist with offering in-person instruction to the greatest extent possible during the 2020-21 school year; and to expand in-person instructional time and provide academic interventions and pupil
supports to address barriers to learning, and accelerate progress to close learning gaps. AIMS K12 received $527,096.

EXPANDED LEARNING OPPORTUNITY GRANT: ELO (NEW FUNDING)

ELO Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and leverage existing behavioral health partnerships and Medi-Cal billing options, in the design and implementation of services. AIMS K12 received $725,286.

EXPANDED LEARNING OPPORTUNITY GRANT-PARA-PROFESSIONAL: ELO-PARA (NEW FUNDING)

ELO Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and leverage existing behavioral health partnerships and Medi-Cal billing options, in the design and implementation of services. The ELO allocated 15% of the total ELO grant to support direct para professional services. AIMS K12 received $ 88,706.

Roberto Family Trust Donation
(Reflected in the 2ND Interim Budget)

In 2012 American Indian Public Charter and American Indian Public High School were named in the Roberto Family Trust each school was granted $125,000. These funds were reflected during the 2nd Interim

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Expenses

American Indian Models Schools 2021-22 Adoption Interim budget reflects a 51% investment in Personnel expenses and 48% allocated to the operations of the organization. This reflects a slight shift from the 2nd Interim that reflected Personnel investments as 45% and Operational investments as 55%. The return to in-person instruction facilitated the need for additional staff to support the transition. The outline for the specific use of these funds is reflected in the 2021-2022 LCAP. The total expenses for the 2021-2022 school year are projected at $18,073,266.



Expense Allocation for each school is reflected below. Any changes to budget allocation are outlined as well.

American Indian Public Charter

EXPENSE CLASSIFICATIONS		AIPCS		
		20-21 2nd Interim	21-22 Adoption Budget	Variance
1000	Certificated Salaries	$ 813,618.00	$ 863,102.00	$ 49,484.00
2000	Classified Salaries	$ 152,517.00	$ 309,453.00	$ 156,936.00
3000	Benefits	$ 272,207.00	$ 282,289.00	$ 10,082.00
4000	Books and Supplies	$ 378,634.00	$ 222,860.00	$ (155,774.00)
5000	Services and Other Operating Expenses	$ 951,183.00	$ 953,120.00	$ 1,937.00
6000	Capital Outlay	$ 28,848.00	$ 28,848.00	$ -
7000	Other Outgoing	$ 425,360.00	$ 461,610.00	$ 36,250.00
	Total Expenses	**$ 3,022,367.00**	**$ 3,121,282.00**	$ 98,915.00

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Explanations

EXPENSE CLASSIFICATIONS		AIPCS Variance	NOTES
1000	Certificated Salaries	$ 49,484.00	Step and Column Increases on Salary Scale (Average 1.5% increase)
2000	Classified Salaries	$ 156,936.00	Increase in Instructional Support Staff compliant with ELO and Cares Funding
3000	Benefits	$ 10,082.00	Benefit to support increase salary cost
4000	Books and Supplies	$ (155,774.00)	Reduction in non-capitalized equiptment. Most technology purchased during distance learning in 20-21
5000	Services and Other Operating Expenses	$ 1,937.00	Projected increases to Operating Services
6000	Capital Outlay	$ -	
7000	Other Outgoing	$ 36,250.00	Realignment of Special Education cost
	Total Expenses	$ 98,915.00	

American Indian Public Charter II

EXPENSE CLASSIFICATIONS		AIPCS II		
		20-21 2nd Interim	21-22 Adoption Budget	Variance
1000	Certificated Salaries	$ 2,798,280.00	$ 2,838,778.63	$ 40,498.63
2000	Classified Salaries	$ 616,971.00	$ 977,659.61	$ 360,688.61
3000	Benefits	$ 690,846.00	$ 990,972.82	$ 300,126.82
4000	Books and Supplies	$ 627,111.00	$ 509,095.34	$ (118,015.66)
5000	Services and Other Operating Expenses	$ 2,157,296.00	$ 2,387,787.87	$ 230,491.87
6000	Capital Outlay	$ 240,000.00	$ 240,000.00	$ -
7000	Other Outgoing	$ 1,422,042.00	$ 1,077,907.31	$ (344,134.69)
	Total Expenses	**$ 8,552,546.00**	**$ 9,022,201.58**	$ 469,655.58

Explanations

EXPENSE CLASSIFICATIONS		AIPCS II Variance	NOTES
1000	Certificated Salaries	$ 40,498.63	Increase in Instructional Staff compliant with ELO and Cares Funding
2000	Classified Salaries	$ 360,688.61	Increase in Instructional Support Staff compliant with ELO and Cares Funding
3000	Benefits	$ 300,126.82	Benefit to support increase salary cost
4000	Books and Supplies	$ (118,015.66)	Reduction in non-capitalized equiptment. Most technology purchased during distance learning in 20-21
5000	Services and Other Operating Expenses	$ 230,491.87	Projected increases to Janitorial Servces, Subs, Utilities and other Operating Services
6000	Capital Outlay	$ -	
7000	Other Outgoing	$ (344,134.69)	Realignment of Special Education cost
	Total Expenses	$ 469,655.58	

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American Indian Public High School

EXPENSE CLASSIFICATIONS		AIPHS		
		20-21 2nd Interim	21-22 Adoption Budget	Variance
1000	Certificated Salaries	$ 1,737,959.00	$ 1,731,780.00	$ (6,179.00)
2000	Classified Salaries	$ 414,265.00	$ 649,283.00	$ 235,018.00
3000	Benefits	$ 517,787.00	$ 667,694.00	$ 149,907.00
4000	Books and Supplies	$ 721,819.00	$ 535,386.00	$ (186,433.00)
5000	Services and Other Operating Expenses	$ 1,561,305.00	$ 1,742,075.00	$ 180,770.00
6000	Capital Outlay	$ 6,924.00	$ 6,924.00	$ -
7000	Other Outgoing	$ 600,756.00	$ 596,640.00	$ (4,116.00)
Total Expenses		**$ 5,560,815.00**	**$ 5,929,782.00**	$ 368,967.00

Explanations

EXPENSE CLASSIFICATIONS		AIPHS	NOTES
		Variance	
1000	Certificated Salaries	$ (6,179.00)	
2000	Classified Salaries	$ 235,018.00	Increase in Instructional Support Staff compliant with ELO and Cares Funding
3000	Benefits	$ 149,907.00	Benefit to support increase salary cost
4000	Books and Supplies	$ (186,433.00)	Reduction in non-capitalized equiptment. Most technology purchased during distance learning in 20-21
5000	Services and Other Operating Expenses	$ 180,770.00	Projected increases to Janitorial Servces, Subs, Utilities and other Operating Services
6000	Capital Outlay	$ -	
7000	Other Outgoing	$ (4,116.00)	Realignment of Special Education cost
Total Expenses		$ 368,967.00	

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Website: aimschools.org

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Salaries & Benefits

Salary compensation represents 52% of expenses across all American Indian Public Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 23% across all schools. This can vary greatly due to two primary factors: health and welfare benefits and PERS participation. Health and welfare benefits (medical/dental/vision insurance premiums), if requested by the employee, can vary due a number of factors, including an employee's age and number of dependents. AIMS tracks and reports health and welfare benefits as precisely as possible, reflects as a variance in the percentage of benefits for employees at AIMS.

AIPCS I

Compensation for staff at American Indian Public Charter (AIPCS) is split between AIPCS and the middle school component of American Indian Public Charter School II (6-8). The expenses reflected are split by assignment and student Average Daily Attendance (ADA).

AIPCS II

American Indian Public Charter II (AIPCS II) is a K – 8. The staff for the K – 5 components are fully funded at AIPCS II and the middle school component reflects the following Full Time Equivalent (FTE) split:

AIPCS	51%
AIPCS II	49%
	100%

Books and Supplies

Records expenditures for books and supplies, including any associated sales tax or use tax and freight and handling charges.

The category of Book and Supplies captures more than classroom textbooks and materials, it itemizes Non- Capitalized student equipment such as tables, chairs, computers and software.

Services and Other Operating Expenses

Record expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, and legal and other operating expenditures. Expenditures may be authorized by contracts, agreements, purchase orders, and so forth.

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Capital Outlay

Capital Outlay records expenditures for land, buildings, books, and equipment, including leases with option to purchase. To capitalize an expense in school finance the individual item must cost $5000 or more.

Other Outgo

Other Outgo captures interest, debt service and transfers (payments) to other LEAs (Authorizer)

AIMS partners with Oakland Unified School District to provide the Special Education services for their students. AIMS does not receive revenue for the Special Education program, instead encroaches on the General Fund to pay OUSD to provide the needed services. During Budget Development the projection assumed $1,900 per ADA, during the 21-22 fiscal year, the rate for 20-21 was $1,500 per ADA.

Summary

For the 2021-2022 Adoption, AIMS K-12 has projected $18,715,859 in revenue. The composition of those funds are as follows:

REVENUES	21-22 Adoption Budget
LCFF SOURCES	$ 14,454,152
FEDERAL REVENUES	$ 2,117,340
OTHER STATE REVENUES	$ 1,855,537
LOCAL REVENUES	$ 288,830
TOTALS	$ 18,715,859

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AIMS K12 has projected to expense $18,073,266 during the 2021-2022 fiscal year.

EXPENSE CLASSIFICATIONS		AIMS K-12 COLLEGE PREP 21-22 Adoption Budget
1000	Certificated Salaries	$ 5,433,661
2000	Classified Salaries	$ 1,936,396
3000	Benefits	$ 1,940,956
4000	Books and Supplies	$ 1,267,341
5000	Services and Other Operating Expenses	$ 5,082,983
6000	Capital Outlay	$ 275,772
7000	Other Outgoing	$ 2,136,157
Total Expenses		**$ 18,073,266**

Projected revenues	**$18,715,859**
Projected Expenses	**$18,073,266**
Surplus of Revenue Vs Expense:	**$642,593**

The Surplus represents 4% of Local Control Funding Formula (LCFF)revenue. Contributing to the beginning fund balance of $5,344,332 bringing the projected Ending Fund Balance to $6,018,630.

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Multi Year Reports

American Indian Public Charter School
Budget Summary
Seven Year Budget Projections 2020-2027

CSMC

	SACS Object Code	Description	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Revenue								
		State	2,885,884	2,612,652	2,747,663	2,312,659	2,312,659	2,312,659
		Federal	258,623	491,962	106,907	106,907	106,907	106,907
		Local	75,894	76,087	76,328	76,376	76,376	76,376
	Total Revenue		**$ 3,220,401**	**$ 3,180,701**	**$ 2,930,899**	**$ 2,495,942**	**$ 2,495,942**	**$ 2,495,942**
Expenses								
	1000	Certificated Salaries	863,102	662,276	677,707	627,969	583,220	569,308
	2000	Classified Salaries	309,453	82,078	62,930	64,755	66,633	68,566
	3000	Benefits	282,289	180,322	160,384	156,589	141,371	137,364
	4000	Books and Supplies	222,860	227,027	232,317	239,054	245,987	253,120
	5000	Services and Other Operating Expenses	953,120	779,899	798,071	821,215	845,030	860,916
	6000	Capital Outlay	28,848	28,848	28,848	28,848	28,848	28,848
	7000	Other Outgoing	461,610	467,512	468,964	475,003	482,669	492,432
	Total Expenses		**$ 3,121,282**	**$ 2,427,962**	**$ 2,429,221**	**$ 2,413,433**	**$ 2,393,758**	**$ 2,410,554**
Surplus / (Deficit)			**$ 99,120**	**$ 752,739**	**$ 501,677**	**$ 82,509**	**$ 102,184**	**$ 85,388**
	As a % of LCFF revenue		4%	29%	19%	4%	4%	3%
Beginning Fund Balance			$ 1,282,332	$ 1,381,452	$ 2,134,191	2,635,869	2,718,378	$ 2,820,562
Ending Fund Balance			**$ 1,381,452**	**$ 2,134,191**	**$ 2,635,869**	**$ 2,718,378**	**$ 2,820,562**	**$ 2,905,950**
	As a % of Expenditures		44%	88%	109%	121%	109%	121%

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American Indian Public Charter School II

Budget Summary

AMERICAN INDIAN CHARTER SCHOOL (AIPCS II)

SAC	Code	Description	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Revenue									
		State	7,295,736	7,797,465	7,389,110	7,652,143	6,942,677	6,943,062	6,943,455
		Federal	1,355,096	1,314,848	627,040	633,515	640,139	646,919	653,856
		Local	133,164	140,093	140,424	140,638	140,638	140,638	140,638
		Total Revenue	**$ 8,783,995**	**$ 9,252,406**	**$ 8,156,575**	**$ 8,426,295**	**$ 7,723,455**	**$ 7,730,619**	**$ 7,737,949**
Expenses									
	1000	Certificated Salaries	2,798,280	2,838,779	2,303,843	2,297,235	2,319,781	2,133,242	2,130,744
	2000	Classified Salaries	616,971	977,660	513,257	388,574	375,794	418,933	407,668
	3000	Benefits	690,846	990,973	715,485	687,606	681,987	661,195	632,866
	4000	Books and Supplies	627,111	509,095	387,267	396,290	407,783	419,608	431,777
	5000	Services and Other Operating Expenses	2,157,296	2,387,788	2,202,769	2,251,238	2,316,524	2,383,703	2,452,831
	6000	Capital Outlay	240,000	240,000	240,000	240,000	240,000	240,000	240,000
	7000	Other Outgoing	1,422,042	1,077,907	1,098,064	1,103,023	1,135,010	1,167,925	1,201,795
		Total Expenses	**$ 8,552,546**	**$ 9,022,202**	**$ 7,460,685**	**$ 7,363,965**	**$ 7,476,879**	**$ 7,424,608**	**$ 7,497,681**
Surplus / (Deficit)			**$ 231,449**	**$ 230,205**	**$ 695,889**	**$ 1,062,330**	**$ 246,575**	**$ 306,011**	**$ 240,268**
		As a % of LCFF revenue	4%	3%	10%	14%	4%	5%	4%
Beginning Fund Balance			$ 2,141,193	$ 2,372,642	$ 2,602,847	$ 3,298,737	$ 4,361,067	$ 4,607,642	$ 4,913,653
Ending Fund Balance			**$ 2,372,642**	**$ 2,602,847**	**$ 3,298,737**	**$ 4,361,067**	**$ 4,607,642**	**$ 4,913,653**	**$ 5,153,921**
		As a % of Expenditures	28%	29%	44%	59%	62%	66%	69%

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CSMC

American Indian Public Charter High School

Budget Summary

SAC	Code	Description	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Revenue								
		State	5,658,043	5,433,385	5,594,829	5,343,866	5,343,866	5,343,866
		Federal	543,869	256,110	194,361	194,361	194,361	194,361
		Local	72,843	74,018	75,510	75,510	75,510	75,510
		Total Revenue	**$ 6,274,755**	**$ 5,763,513**	**$ 5,864,700**	**$ 5,613,737**	**$ 5,613,737**	**$ 5,613,737**
Expenses								
	1000	Certificated Salaries	1,731,780	1,559,214	1,582,602	1,583,556	1,607,309	1,565,905
	2000	Classified Salaries	649,283	334,545	339,564	264,303	155,324	157,654
	3000	Benefits	667,694	532,284	534,737	500,655	462,847	446,484
	4000	Books and Supplies	535,386	545,398	558,105	574,291	590,945	608,082
	5000	Services and Other Operating Expenses	1,742,075	1,593,897	1,614,544	1,657,264	1,703,918	1,751,810
	6000	Capital Outlay	6,924	6,924	6,924	6,924	6,924	6,924
	7000	Other Outgoing	596,640	607,797	621,959	639,996	658,556	677,654
		Total Expenses	**$ 5,929,783**	**$ 5,180,059**	**$ 5,258,434**	**$ 5,226,988**	**$ 5,185,823**	**$ 5,214,513**
Surplus / (Deficit)			**$ 344,972**	**$ 583,454**	**$ 606,266**	**$ 386,749**	**$ 427,914**	**$ 399,224**
		As a % of LCFF revenue	7%	11%	11%	7%	8%	8%
Beginning Fund Balance			$ 1,689,358	$ 2,034,331	$ 2,617,784	$ 3,224,050	$ 3,610,799	$ 4,038,713
Ending Fund Balance			**$ 2,034,331**	**$ 2,617,784**	**$ 3,224,050**	**$ 3,610,799**	**$ 4,038,713**	**$ 4,437,937**
		As a % of Expenditures	34%	51%	61%	69%	78%	85%

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Notice

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

21-22 AIMS II MYP Budget Projection Alt. Form.xls

Notice

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

21-22 AIMS HS MYP Budget Projection Alt. Form.xls

Notice

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

AIMS MS 21-22 MYP Budget Projection Alt. Form.xls

Coversheet

Education Protection Account Resolution

Section: III. Action Items
Item: B. Education Protection Account Resolution
Purpose: Vote
Submitted by:
Related Material: EPA worksheet calculation posting.pdf
AIMS Finance Comittee Cover EPA 2122.pdf
EPA Resolutions 2122.docx

American Indian Model Schools

Education Protection Acction Expenditure Summary

Fiscal Year 2021-2022

General Fund, Resoruce 1400

As of 2021-22 Adoption June 15,2021 (May Revise Calculator)

Description	American Indian Public School Charter	American Indian Public School Charter II	American Indian High School
EXPENDITURES AND OTHER FINANCE USES			
Function			
Instructional Staff and Supervision			
Certificated Salaies (Object 1100)	$ 280,625.00	$ 963,963.00	$ 750,296.50
Certificated benefits (Object 3100-3901)	$ 83,823.00	$ 287,937.00	$ 224,114.50
Instructional Supervision Salaries	$ -		
Instructional Supervision Benefits	$ -		
Instructional-Related Services			
Instructional-related services salaries	$ -		
Instructional-related services benefits	$ -		
Instructional-related services materials and resources	$ -		
Instructional-related services contracts/services	$ -		
Pupil Services			
Counseling, pshychological, social Work, heatlh, Teasting	$ -		
Salaries	$ -		
Benefits	$ -		
Materials	$ -		
Contracts/services	$ -		
Food Services			
Salaries	$ -		
Benefits	$ -		
Materials	$ -		
Contracts/services	$ -		
Operation Services			
Maintenance and Operations	$ -		
Rents and Leases	$ -		
Other Outgo			
Debt Service	$ -		
Transfers between Agencies	$ -		
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 364,448.00	$ 1,251,900.00	$ 974,411.00
AMOUNT AVAILIBLE FOR THIS FISCAL YEAR			
Adjusted Beginning Fund Balance	$ -		
LCFF Resources (object 8012)	$ 364,448.00	$ 1,251,900.00	$ 974,411.00
TOTAL AVAILABLE	$ 364,448.00	$ 1,251,900.00	$ 974,411.00
BALANCE(Total Availiable minus Expenditures & Other Financing U	$ -	$ -	$ -

AIMS Board Meeting Item Cover Letter

Item: EPA Resolution

Presented By: Katema Ballentine, CBO

Staff Recommendation:

In compliance with the State allocated Education Protection Account (EPA) funds within the LCFF calculation, staff requests that AIMS Board approves the resolution to receive the funds.
Attached is a resolution for each school within the AIMS K-12 community.

Committee Approval: Finance Committee

Total Associated Cost: 2,590,759

Included in Budget? Y

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

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AIMS School Board Resolution

2020-2021 AIPCS Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2021-2022 in the estimated amount of $364,448, will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 15th of June, 2021

Director Christopher Edington President, AIMS School Board

Director Adrien Abuyen Vice President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Toni Cook, AIMS School Board

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AIMS School Board Resolution

2020-2021 AIPCS II Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2021-2022 in the estimated amount of $1,251,900 will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 15th of June, 2021

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Vacant Treasure, AIMS School Board

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AIMS School Board Resolution

2020-2021 AIPHS Education Protection Account Resolution

IT IS RESOLVED that the Education Protection Account funds to be received by the school in FY 2021-2022 in the estimated amount of $974,411 will be used solely for instructional non-administrative expenses.

AIMS School Board Resolution Dated 15th of June, 2021

Director Christopher Edington President, AIMS School Board

Director Adrien Abuyen Vice President, AIMS School Board

Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Toni Cook, AIMS School Board

Coversheet

Oakland Enrolls Memorandum of Understanding (MOU)

Section:	III. Action Items
Item:	C. Oakland Enrolls Memorandum of Understanding (MOU)
Purpose:	Vote
Submitted by:	
Related Material:	Oakland Enrolls MOU Cvr Ltr.pdf MOU Addendum_SY22 Enrollment Optional Services - AIMS (1).pdf Oakland Enrolls MOU for SY22 Enrollments -AIMS (2).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Oakland Enrolls MOU

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that we AIMS K-12 approve Oakland Enrolls MOU to support with common application and base support.

Each school will pay for $4000 for the common application and $4000 for base support, for a total of $8000 per school.

Committee Approval: Finance Committee

Total Associated Cost: $24,000

Included in Budget? Yes

Funding Source: General Funds

Over/Under Budget?

N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022 LCAP

Oakland Enrolls

OAKLAND ENROLLS
FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR AIMS K-12 COLLEGE PREP CHARTER DISTRICT
(AUGUST 2021-JULY 2022)

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING FOR AIMS K-12 COLLEGE PREP CHARTER DISTRICT ("First Addendum") is made and entered into this 4th day of June, 2021 by and between OAKLAND ENROLLS and AIMS K-12 COLLEGE PREP CHARTER DISTRICT ("Charter Partner").

R E C I T A L S

A. Oakland Enrolls and Charter Partner have entered into that certain Memorandum of Understanding dated as of August 1, 2021 ("MOU").

B. Charter Partner desires Oakland Enrolls to grant access to Light Support items:

- Support with login issues (Not to exceed 1 time throughout duration of MOU)
- Help editing student applications (Not to exceed 1 time throughout duration of MOU)
- Support with application portal/vendor troubleshooting from Oakland Enrolls team (Not to exceed 1 time throughout duration of MOU)

Should requests to access these Light Support items exceed the maximum number of times listed above, Oakland Enrolls shall grant Charter Partner access to the items at a fee of $100 per request.

C. The parties to this First Addendum desire to supplement and amend the terms and conditions of the MOU as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the MOU as hereinafter set forth.

1. Oakland Enrolls shall grant Charter Partner access to the following Light Support items:

- Support with login issues (Not to exceed 1 time throughout duration of MOU)
- Help editing student application (Not to exceed 1 time throughout duration of MOU)
- Support with application portal/vendor troubleshooting from Oakland Enrolls team (Not to exceed 1 time throughout duration of MOU)

2. All other terms and conditions of the MOU, as set forth therein, shall remain in full force and effect.

WHEREFORE, this Addendum is executed by the parties as of the date set forth above.

CHARTER PARTNER: OAKLAND ENROLLS, a non-profit organization

Oakland Enrolls

By: _____

_____

Title: _____

By: Lisa Gibes de Gac

Title: Lisa Gibes de Gac, Executive Director
Oakland Enrolls

Oakland Enrolls	**OAKLAND ENROLLS MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING CHARTER PARTNERS (2021-2022 School Year)**

This **Memorandum of Understanding** ("**MOU**") is entered into by _AIMS K-12 College Prep Charter District_ ("**Charter Partner**") and Oakland Enrolls, a California Nonprofit Public Benefit Corporation, effective August 1, 2021 ("**Effective Date**") Charter Partner and Oakland Enrolls are sometimes referred to in this MOU individually as "**Party**" and together as "Parties."

BACKGROUND

Oakland Enrolls is responsible for the Oakland common charter application project. Prior to the Oakland common charter application project a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process. The Oakland common charter application project aims to address this problem, in collaboration with schools and other stakeholders, by providing a simplified enrollment process, where families can use a single platform to fill out one application for charter schools, applying to multiple schools at once. Charter Partner wishes to participate in this Oakland common charter application project, in order to enhance school choice, make the process for families easier, and share data to gain more insight into application and enrollment trends in Oakland. Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

RIGHTS AND RESPONSIBILITIES

1. Description of Oakland common charter application Project.

a. ***Timeline*** – Charter Partners participating in the city-wide charter enrollment system will follow the following timeline for the 2021-2022 School Year ("**SY**"). The timeline is subject to change at the discretion of Oakland Enrolls, and Charter Partner will be required to follow any changes implemented by Oakland Enrolls:

- October 1, 2021 – Review and finalize lottery preferences
- November 15, 2021 – On-Time application launch for SY 2022-2023
- January 2022 – Lottery verification
- February 4, 2021 – On-Time applications due
- February 7, 2022 – Late applications launch
- March 7-9, 2022 – Schools run lotteries, offers remain in Pre-Offer status
- March 10, 2022 – All offers made public by Oakland Enrolls
- March 24, 2022 – On-Time lottery confirmation deadline
- March 25, 2022 – Bulk rescind of On-Time lottery offers by Oakland Enrolls
- May 26, 2023 – Application closes for all schools (best guess date)

b. ***Key System Functionalities of Charter Enrollment Program***

i. *Multiple Languages*: the common application is available in five languages (English, Spanish, Chinese, Arabic, Vietnamese) .
ii. *Single Accept:* A family is only allowed to accept one offer per student in the common charter application system.
iii. *On-Time Lottery Offer Launch:* All Charter Partners will publicize On-Time lottery offers to families on the same date.
iv. *On-Time Lottery Offer Rescind:* Oakland Enrolls will automatically rescind any outstanding On Time lottery offers on the same date, March 25, 2022. Oakland Enrolls recommends a 10-business day offer expiration post On-Time lottery offers, but this is not required.

c. ***Data Sharing Features*** – The Oakland common charter application project involves and requires data sharing related to applications, enrollments, transfers, waitlists, and accepted offers, as follows:

i. By the start of December 2021, Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2021;
ii. Oakland Enrolls will use the CALPADS data to assess the full enrollment pipeline, subgroups enrollment information, and pipeline attrition (see Oakland Enrolls – Spring Enrollment Reports). Oakland Enrolls agrees to handle this data in accordance with the terms set out in **Appendix C**.
iii. Oakland Enrolls will share the CALPADS data with third parties for research purposes.
iv. Shared data will also be used for joint marketing and outreach activities by the Parties and Oakland Enrolls' individual marketing and outreach activities, in accordance with applicable law.
v. Select data may be shared with OUSD and/or research partners as part of the Community of Schools work and/or to enhance the family experience.
vi. Charter Partner represents and warrants that in assigning the applicable Student Profile Data to and sharing information with Oakland Enrolls including, but not limited to (Confidential Information as defined in **Appendix C**) that Charter Partner is in compliance with the provisions of FERPA, and any amendments thereto. Oakland Enrolls represents and warrants that it is also in compliance with any applicable provisions of FERPA, if any, and any amendments thereto. Furthermore, Charter Partner represents and warrants that it has the requisite consents and is allowed under FERPA, and other applicable laws, to assign Student Profile Data with Oakland Enrolls that Oakland Enrolls would then share with third parties for research purposes. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose or share information in a manner not allowed by state or federal law or regulation.

2. Charter Partner's Commitments.

a. Charter Partner will complete the following Appendixes prior to signing and returning the MOU:

i. **Appendix A** – Confirmation of Commitments and Services.
ii. **Appendix B** – Key Organization Contacts

b. Oakland Enrolls implements the charter enrollment program, in part, through an online school enrollment platform. To participate in the charter enrollment program, Charter Partner must create a portal and give Oakland Enrolls access to Charter Partner's portal. Charter Partner agrees and understands that in order to maintain the health and efficiency of the common application, Oakland Enrolls will have certain access to data and the permission to alter data on Charter Partner's portal.

c. Charter Partner will be responsible for ensuring that the applications are accurate and updated in accordance with parent and/or legal guardian wishes.

d. Charter Partner will only accept applications to its school(s) through the Oakland common charter application project. All applicants to Charter Partner's school(s) must submit an Oakland Enrolls common charter application during the On-Time (Open Enrollment) and/or Late (Post Enrollment) Application periods during the common application timeline. Charter Partner will not create or distribute a school-specific application for any grades it serves and will only accept applications per the Oakland Enrolls common application timeline.

e. Charter Partner will provide information to Oakland Enrolls for school choice collateral in a timely fashion and is responsible for updating its editable online school finder profile and attributes as necessary.

f. Charter Partner will use Oakland Enrolls' tools and protocols for lotteries, waitlist management, collecting verification documentation, and communicating offers to families. If the tools provided by Oakland Enrolls cannot accommodate specific lottery configurations, Oakland Enrolls will collaborate with the software vendor and Charter Partner to develop a solution.

g. Charter Partner will not require verification documentation before running any lottery unless approved by Oakland Enrolls.

h. Charter Partner will publicly post on each of its schools' websites links to Oakland Enrolls website and display the common application verbiage and lottery date(s) on or before launch as specified in 1.a.

i. Charter Partner will participate in Oakland Enrolls community outreach activities (such as school fairs and targeted events with community-based organizations) and Charter Partner will host at least one event for transition grade students (5th and 8th grade) focused on the common application, timeline, and resources. Oakland Enrolls plans to finalize outreach activities and communicate to Charter Partners in Fall 2021.

j. Charter Partner will have the appropriate people in its organization review Oakland Enrolls' training materials, best practices, and checklists. Charter Partner will ensure staff attend training session(s) as required.

k. ***Participation Requirements and Estimated Fees***

i. *Required - Enrollment System Requirements*: Charter Partner will purchase the following application modules through Oakland Enrolls for a licensing period of September 1 2021 through August 31 2022:
   1. Common Application, Communication, Lottery, Waitlist with a cost of $4,000 per school

ii. *Required - Enrollment System Support Service Tier:* Charter Partner must purchase *ONE* of the following Oakland Enrolls tiered support packages for a period of August 1 2021 through July 31 2022. Please see **Appendix E** for a more detailed description of service tiers.
   1. *Baseline Support:* Standard Operations Support, Network Benefits, Oakland Enrolls Council Membership. $4,000 per school
   2. *Light Support:* Additional Operations Support, Standard Marketing and Recruitment Support, Network Benefits, Oakland Enrolls Council Membership. $6,000 per school
   3. *Medium Support:* Additional Operations Support, Additional Marketing and Recruitment Support, Standard Data and Analysis, Network Benefits, Oakland Enrolls Council Membership. $10,000 per school
   4. *Intensive Support:* Additional Operations Support, Additional Marketing and Recruitment Support, Additional Data and Analysis, Charter Advocacy, Network Benefits, Oakland Enrolls Council Membership. $15,000 per school

iii. *Optional - Oakland Enrolls services*: Charter Partner may opt to purchase the following optional Oakland Enrolls services (dates of service). Please see **Appendix F** for a more detailed description of optional services.
   1. On-Time Applications Operations Support (Nov 2021 – Feb 2022). $3,000 per school.
   2. Managing Ongoing Offers (Mar 2022 – Jun 2022). $3,000 per school.
   3. Managing Registration (may require purchasing software vendor Registration module | Mar 2022 – Jun 2022). $8,000 per school
   4. Custom Reports and Seat Offer Tool (varies). $2,500 per school
   5. Custom Outreach & Marketing Plan and Support (Sep 2021 – Apr 2022). $8,500 per school

iv. *Optional - Enrollment System components*: Charter Partner may opt to purchase additional modules from the software vendor, including registration

and re-enrollment modules, if applicable. Oakland Enrolls recommends the module license(s) start/end dates align with the Common Application license:

l. Summary of Roles and Responsibilities

i. Oakland Enrolls has summarized roles and responsibilities for Charter Partner, Oakland Enrolls, and the software vendor to help provide clarity around who is responsible for what. This is not meant to be comprehensive, rather a summary to provide guidance. See **Appendix D**.

m. ***Indemnification*** – Charter Partner agrees that it will defend, indemnify and hold harmless Oakland Enrolls and its officers, directors, employees, and agents (collectively, the "indemnified parties") against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities, including attorneys' fees, to which any Indemnified Party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, breach of this MOU, dishonesty or fraud of or by Charter Partner, its agents, employees or representatives.

n. ***LIMITATION OF LIABILITY.*** CHARTER PARTNER AGREES AND UNDERSTANDS THAT OAKLAND ENROLLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT OAKLAND ENROLLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES. OAKLAND ENROLLS' MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS MOU SHALL BE LIMITED TO THE AMOUNTS PAID BY CHARTER PARTNER TO OAKLAND ENROLLS UNDER THIS MOU.

3. **Oakland Enrolls' Commitments.** In addition to the services described elsewhere in this MOU, Oakland Enrolls commits to the following:

a. Charter Partner's participation in the uniform charter enrollment program will be fully supported by Oakland Enrolls, with training and development of school staff, standard operating procedures, communication templates and best practices, direct support provided to families, school and sector-level data analysis, and information sharing including real-time visibility of applications to Charter Partner's school(s).

b. Oakland Enrolls may collaborate with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards a citywide application system.

Oakland Enrolls is and will continue to explore new policies to enhance the universal enrollment process. In assessing new policies, Oakland Enrolls retains ultimate decision-making authority to decide what policies to implement and how, but it commits to bringing potential policies to the Council for review.

4. Mutual Commitments, Terms Conditions.

a. ***Term*** – The term of this MOU is from August 1, 2021 to July 31, 2022 ("**Term**"), at which point Oakland Enrolls shall have no obligation or duties to Charter Partner to provide services under this MOU. Charter Partner's obligation to pay any fees due under this MOU shall survive the Term of this MOU. The provisions of section 3(k) and 3(l), all of the provisions of section 4, and any other provision reasonably intended to survive the Term of this MOU will survive the termination or expiration of this MOU.

b. ***Governing Law*** – This MOU is governed by California law, without regard to any conflict of laws rules. Each Party consents to exclusive jurisdiction and venue of state or federal courts located in Oakland, California.

c. ***Assignment*** – Charter Partner may not assign its rights or obligations under this MOU without the express prior written consent of Oakland Enrolls.

d. ***Integration, Modification, Waiver*** – This MOU, and its appendixes, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written relating to Oakland Enrolls and the Oakland common charter application project. This MOU may be amended or modified only in writing, signed by all Parties. No delay or omission by Oakland Enrolls in exercising any right under this MOU will operate as a waiver of that or any other right provided for in this MOU.

e. ***Counterparts, Electronic Signatures and Delivery*** – This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this MOU by facsimile, electronic mail as an attached file (e.g., pdf), or by any other electronic means (e.g., DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this MOU's validity.

WITH INTENT TO BE BOUND, Charter Partner and Oakland Enrolls, by signature of their authorized representatives, have executed this MOU as of the Effective Date.

Accepted and agreed to by: Amercan Indian Model Schools	Accepted and agreed to by: Oakland Enrolls
Signature: _____	Signature: Lisa Gibes de Gac
Name: _____	Name: Lisa Gibes de Gac
Title: _____	Title: Executive Director

APPENDIX A:

Confirmation of Commitments and Services for

August 1, 2021 through July 31, 2022

Charter Partner will purchase:	Brief Description	Cost Per School
Required Services		
✓ Yes	Common charter application with modules: application, communication, lottery, and waitlist. Fee includes enhancements and translation costs	**$4,000 per school**
Required Enrollment System Support Service Tier: Charter Partner must purchase the ONE of the following Oakland Enrolls tiered support packages for a period of August 1 2021 through July 31 2022. (see Appendix E for description of services).		
✓ Yes ☐ No	Baseline Support	**$4,000 per school**
☐ Yes ✓ No	Light Support	**$6,000 per school**
☐ Yes ✓ No	Medium Support	**$10,000 per school**
☐ Yes ✓ No	Intensive Support	**$15,000 per school**
Optional Services offered by Oakland Enrolls (see Appendix F for description of services) Please select Yes or No ***Note: the items below are Oakland Enrolls services, not software modules. Please contact the software vendor to purchase registration and/or re-enrollment modules, if applicable.***		
☐ Yes ✓ No	On Time Applications Operations Support	**$3,000 per school (Nov 1 2021- Feb 28 2022)**
☐ Yes ✓ No	Managing Ongoing Offers	**$3,000 per school (Mar 1 2022 – Jun 30 2022)**
☐ Yes ✓ No	Managing Registration	**$8,000 per school (Mar 1 2022 – Jun 30 2022)**
☐ Yes ✓No	Custom Reports and Seat Offer Tool	**$2,500 per school (varies)**
☐ Yes ✓ No	Custom Outreach & Marketing Plan and Support	**$8,500 per school (Sep 1 2021 – Apr 30 2022)**

Total Cost				
AIMS College Prep Elementary formerly known as American Indian Public Charter School II (AIPCS II), AIMS College Prep Middle School formerly known as American Indian Public Charter School (AIPCS), and American Indian Public High School	**# Schools**	3	**TOTAL COST**	**$24,000**

Note: You must sign up for the Required Services. Please select if you plan to use any of the Optional Services or select No.

Accepted and agreed to by: AIMS K-12 College Prep Charter District

Signature: _____

Name: _____

Title: _____

APPENDIX B:

Key Systems & Organization Contacts

In the spaces provided below please review, update, and/or identify the key systems and contacts in your organization for each of the following roles. If a staff member serves multiple roles, please enter their name and contact information for each role.

School Information System (SIS): PowerSchool

School Student Registration System: SchoolMint

Representative for Oakland Enrolls Council: Each Charter Partner should have at least one member on the Oakland Enrolls Council. Ideally, council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their organization. Oakland Enrolls expects a council member to attend quarterly meetings to participate in key decision making.

School(s)	Name	Title	Email	Phone
AIMS Schools (all 3)	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	(510) 220-9985

Lottery Configuration Signatory: A person with **the authority to** review and approve final lottery preferences, weightings, and quotas prior to the On-Time launch. For a multi-school organization, please list a lottery configuration signatory for each school.

School(s)	Name	Title	Email	Phone
AIMS Schools (all 3)	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	(510) 220-9985

Special Education information: Each Charter Partner should identify an individual, ideally an individual at each school, who Oakland Enrolls can contact when families have questions about Special Education services.

School(s)	Name	Title	Email	Phone
AIMS Schools (all 3)	Tiffany Tung	Operations Manager	Tiffany.tung@aimsk12.org	(510) 893-8701

Website Updates: Each Charter Partner should identify an individual at each school who Oakland Enrolls can contact when website updates are required. This may be a centralized role for a CMO or each school may have individual contacts.

School(s)	Name	Title	Email	Phone
AIMS Schools (all 3)	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	(510) 220-9985

Operations contact(s): Charter Partner may have as many operations contacts as needed, ideally at least 1 per school. Operations contacts are staff at your organization who deal with applications and enrollment on a regular basis and need to be “in-the-know”. Please clearly

identify the lead operations contact for each individual school in your organization (if applicable).

School(s)	Name	Title	Email	Phone
AIMS Elementary	Bria Wilson	Clerk	bria.wilson@aimsk12.org	510-893-8701
AIMS Elementary	Kevin Ma	Clerk	kevin.ma@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Alexander Lee	Administrative Assistant	alexander.lee@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Maya Woods-Cadiz	Superintendent	maya.woods-cadiz@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Tiffany Tung	Operations Manager	Tiffany.tung@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Mayra Contreras	Administrative Assistant/Registrar	mayra.contreras@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Laila Ahmad	Administrative Assistant	laila.ahmad@aimsk12.org	510-893-8701
AIMS Schools (all 3)	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	(510) 893-8701
AIMS Schools (all 3)	Chaniel Clark	Enrollment Coordinator	chaniel.clark@aimsk12.org	(708) 238-7699
AIMS Elementary+ Middle	Dalia Maravilla	Clerk	dalia.maravilla@aimsk12.org	510-893-8701
AIMS Elementary+ Middle	Tony Jones	Clerk	Tony.jones@aimsk12.org	510-893-8701
AIMS Elementary+ Middle	Makaylah Worley	Administrative Assistant	makaylah.wright-proctor@aimsk12.org	510-893-8701

Outreach contact(s): Oakland Enrolls wants to ensure we have a clear point of contact at each participating school for outreach activities so we can stay in the loop on school level outreach and ensure staff are aware of Oakland common charter application activities. This may be the same person as previously listed or another person (and may vary school to school). Our goal is to get a better understanding of how much outreach Oakland common charter application and school partners do throughout the community.

School(s)	Name	Title	Email	Phone
AIMS Schools (all 3)	Laila Ahmad	Administrative Assistant	laila.ahmad@aimsk12.org	510-893-8701

APPENDIX C:

Policy Regarding Data Shared under the MOU

One of the purposes of the MOU is the sharing of information by Charter Partners with Oakland Enrolls to enable Oakland Enrolls to analyze enrollment data, in a manner that is consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), in order to develop reports regarding application, offer, and acceptance patterns. Oakland Enrolls agrees to abide by the following policies with respect to certain data shared with it under the MOU.

1. In the performance of its services under the MOU, Oakland Enrolls may have access to or receive "Confidential Information," which shall include: (i) student data comprised of (a) directory information, or (b) aggregate and individual level student information, including information that identifies or could reasonably be used to identify a particular student; and (ii) school level data comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular school. Confidential Information does not include any information that (x) is or becomes generally known or available by publication, commercial use or otherwise through no fault of each Party; (y) lawfully obtained by each Party from a third party who has the right to make such disclosure; or (z) is released for publication by another Party in writing.

2. Oakland Enrolls will exercise at least the same degree of care with respect to Confidential Information that it uses with its own data and confidential information, but in no event less than reasonable care, to protect the Confidential Information from unauthorized use or disclosure. For example, Oakland Enrolls agrees to limit internal distribution of Confidential Information only to its employees and agents who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited.

3. When transmitting Confidential Information, Oakland Enrolls will take reasonable steps to ensure that the following things are done:
    a. Confidential Information is encrypted prior to transmitting it electronically.
    b. Descriptions of the Confidential Information are not included with passwords.
    c. Physical copies of Confidential Information are secure under lock and key, or that other sufficient physical access control measures are in place to prevent unauthorized access.
    d. Confidential Information stored on portable or removable electronic media, such electronic CDs, DVDs, or flash drives, is encrypted and that such media is stored under lock and key or in another controlled manner to prevent unauthorized access.
    e. That workstations and laptops are password protected and that enabling screen locks are activated.

4. Within five business days of becoming aware of an unauthorized use or disclosure of Confidential Information, Oakland Enrolls shall promptly provide an impacted Charter Partner with notice of the unauthorized use or disclosure. In the event of an unauthorized use or disclosure, Oakland Enrolls shall cooperate with a remediation that Charter Partner reasonably determines is necessary to fulfill any reporting obligations required by law and to mitigate any effects of such unauthorized use of disclosure of the Confidential Information, including measures necessary to restore good will with teachers, students, or other stakeholders.

APPENDIX D:

Purpose: Provide guidance on primary and secondary responsibilities around key Oakland common charter application activities throughout the school year.

	Oakland Enrolls	Participating Schools	Software Vendor
Gather Info for Application, Lotteries	primary	secondary	
Confirm Lottery Preferences	secondary	primary	
Build Application	secondary		primary
Manage Application, Provide Translations, Provide Messaging	primary	secondary	
Data Clean Up: Duplicates, Age/Grade Inconsistencies (no data shared with any party aside from school or applying family)**	only (On-Time)	only (Late)	
Support Lottery Setup	secondary		primary
Run Lottery		only	
Build Registration Packets		primary	secondary
Setup Online Registration		primary	secondary
Manage Online Registration		primary	secondary
Ongoing Operations Support	primary (depending on level)		primary (depending on level)
Product User Training	primary		secondary
SchoolFinder Updates	secondary*	primary	
Outreach: School-specific		only	

OUTREACH: GENERAL PROCESS	primary	secondary	

Primary – main party responsible for ensuring completion of the task
Secondary – support the main party with technical support, guidance, implementation support, and/or feedback
Only – sole party responsible for the task
* Oakland Enrolls makes bulk updates to the school finder around key dates and data, schools are responsible for school profile maintenance
** Oakland Enrolls only does Data Cleanup during the On-Time enrollment period

APPENDIX E: OAKLAND ENROLLS TIERED SERVICES REQUIREMENT

Purpose: Describe the tiered services offered by Oakland Enrolls in more detail. Schools must choose one level of support.

Level	Baseline	Light Support	Medium Support	Intensive Support*
Tiered Service Pricing	$4,000	$6,000	$10,000	$15,000
Oakland Enrolls Tiered Services Schools must choose one	**Operations** - Operations Scorecard - Access to resource folder - Operations Newsletter - Operations Calendar - Operations Trainings - Creating portal logins for school admins - Standard automatic messaging - Support with troubleshooting, lottery setup, and registration (from software vendor support team only) - Ad hoc data pulls for aggregate student information **Data & Analysis** - OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes **Network Benefits** - Participate in a network that includes over 98% of Oakland's charter schools - Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement - Contributing to a system striving for equity in enrollment practices - Community of support and solidarity in face of shifting political winds **Oakland Enrolls Council Membership** - Voting - Quarterly update meetings - Network-wide enrollment updates - Updates from Oakland Enrolls Executive Director & Team	**Everything in Baseline, PLUS:** **Additional Operations:** - Support with login issues - Help navigating reports/app index - Help navigating communications tab - Help editing student applications - Help managing student profiles - Customized automatic messaging - Support with application portal/vendor troubleshooting (from Oakland Enrolls team) **Additional Data & Analysis** -OE will correct On Time age/grade inconsistent applications by caling all families with age/grade discrepanices, collecting information, making changes and reporting to schools **Marketing/Recruitment:** - Marketing opportunities - Oakland Enrolls enrollment presentation/workshop to your school - Oakland Enrolls events calendar	**Everything in Low-Touch, PLUS:** **Additional Marketing/Recruitment:** - Creating and translating messages in application portal - Soft copy enrollment marketing materials for On-Time and Late Application periods - Outreach Trainings - Newsletter with resources and tips - Transition grade family enrollment packet materials - Will list your school in marketing materials to community partners **Additional Data & Analysis**: - Pipeline report with applicant trajectory from application to enrollment	**Everything in Medium-Touch, PLUS:** **Additional Marketing/Recruitment** - Hard copy enrollment marketing materials for On-Time and Late Application periods **Additional Data & Analysis** - Summary of On-Time enrollment reports for each school - OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period **Charter Advocacy:** - OE's support in charter advocacy within Oakland

APPENDIX F: OAKLAND ENROLLS OPTIONAL SERVICES

Purpose: Describe the optional services offered by Oakland Enrolls in more detail

1. On Time Applications Operations Support (Nov - Feb) $3,000
Oakland Enrolls creates an On-Time enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of cancelled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging

- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up until the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:

- Confirm application questions in accordance with lottery
- Have the ability to help families apply who walk in to their school
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

2. Managing Ongoing Offers (Mar - Jun) $3,000

Oakland Enrolls partners with a school to set up a process for managing Offers, Rescinds, Waitlist Confirmations, etc. through the end of the school year. Includes:

- Weekly report to school with summary of: number of new applications, number of cancelled applications, number of new accepts, status of registering students (if using SM registration), aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Making/rescinding offers based on school's enrollment strategy
- Suggested messaging content and frequency for applicants in various application statuses, and execution of sending messaging
    - Ex: sending messaging to accepted students to outline registration process, sending messaging to offered students to let them know about orientation/events, etc.
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Follow up by phone with families with pending offers to make sure they're aware and help take action

Oakland Enrolls would also field school-specific registration questions (but would not include supporting families over the phone or in person) about the registration process. Oakland Enrolls runs this process, which goes up until the registration process.

Schools would need to:

- Run their lottery
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)
- Work with us to determine how many offers should be made (though OE would execute)
- Be able to answer family questions when they call
- Be able to support their families through the entire registration process by phone or in person

3. Managing Registration (Mar - Jun) $8,000

(Note: to receive this service, you may need to purchase software vendor registration module)
Oakland Enrolls partners with a school to set up a process for managing school Registration through the end of the school year. Includes:

- Building and implementing a registration packet based on Oakland Enrolls template (if more than slight modifications to the template are necessary, this will lead to an increase in cost)
- Communications/outreach to families via registration portal, email, text, and phone
- Follow up by phone with accepted students who have not registered
- Follow up by phone with accepted students who are missing documentation or part of requirements

- Direct support to families over the phone and in person with completing the entirety of the registration packet
- Translation of all materials (registration forms and messaging) into all 5 of our languages
- Weekly summary of registration status movement

NOTE: this service does not include offer management (making and rescinding offers).

Schools would need to:
- Provide Oakland Enrolls with all registration questions/list of documentation needed
- Confirm with Oakland Enrolls when a family has successfully registered
- Provide Oakland Enrolls with deadlines
- Be available for families to ask school-specific questions (not related to registration)
- Verify registration documents (for example, Oakland Enrolls won't scrutinize a parent's ID to see if the address is correct)

4. Custom Reports and Seat Offer Tool (varies) $2,500
Oakland Enrolls creates a more in-depth report to assist schools with analyzing enrollment policies and practices. Oakland Enrolls will also create the Seat Offer tool before lottery season and create custom reports during On Time enrollment, as well as Late enrollment. Oakland Enrolls will partner with schools to determine whether there are additional reports they would like to see that we can produce.

Reports Included:
1. Seat Offer Tool
2. Current Students Activity
3. Enhanced Demand Report

5. Custom Outreach & Marketing Plan and Support (Sept - April) $8,500
Oakland Enrolls partners with schools to review and develop a custom outreach and marketing plan that schools will execute. Includes:
- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Graphic design support for marketing materials
- Translation services for marketing materials
- Support planning an options fair or other enrollment event at the school
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

Oakland Enrolls will not be marketing or distributing school-specific collateral during our outreach events or to families who come to Oakland Enrolls support center.
Schools would need to:
- Have an outreach point person with whom Oakland Enrolls can work and who can execute the marketing plan
- Conduct their own outreach activities such as attending school options fairs and community events on behalf of the school
- Track their progress toward goals and metrics
- Manage their own websites, social media channels, etc.

- Send/distribute their own communications to families (emails, text messages, mailers, flyers, etc.)
- Pay for all costs associated with running an event (facility, food, materials, technology, childcare, etc.)
- Pay for printing marketing materials that are produced for the school

Coversheet

BACR After School Agreement for AIMS MS and AIPCS II

Section: III. Action Items
Item: D. BACR After School Agreement for AIMS MS and AIPCS II
Purpose: Vote
Submitted by:
Related Material:
BACR AIPCS II Cvr Ltr.pdf
AIPCS II.BACR contract 6.1.21 (1).pdf
21.22AIMS K-8 20.21 Ases Budget.xlsx - After School Budget.pdf
BACR AIMS MS Cvr Ltr.pdf
AIMS MS (6th-8th) BACR contract 6.1.21.pdf
21.22 AIMS Middle School 20.21 Finance Budget.xlsx - After School Budget.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: BACR and AIPCS II Agreement for After School Program

Presented By: Marisol Magana

Staff Recommendation:

Recommend that American Indian Public Charter School II (AIPCS II) partner with Bay Area Community Resources (BACR) to oversee and manage the after school program for grades K - 8th.

Committee Approval: Finance Committee

Total Associated Cost: $177,382

Included in Budget? N/A

Funding Source: After School Education and Safety (ASES) Grant

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022 LCAP

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and American Indian Public Charter School II ("AIPCS II" or "School") for the provision of certain educational services (as further detailed below) at the AIPCS II school site during the 2021-22 school year. BACR and AIPCS II are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

In exchange for the benefits and consideration set forth below, the sufficiency of which is hereby acknowledged by both Parties, AIPCS II and BACR will collaborate to implement the educational program detailed below ("Program") and assure the fulfillment of the objectives and activities outlined in this Agreement.

I. SCOPE OF WORK AND RELATED TERMS - TRADITIONAL SCHOOL YEAR

BACR agrees to provide an after-school program aligned with the School's school day, program quality, and fiscal oversight, as follows:

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 104 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 110, BACR is open to accommodating more students. However, before Program enrollment exceeds 140 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 9, 2021 to June 14, 2022. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

The School and BACR intend to provide a comprehensive after school program for the School's students. To ensure a consistent experience for School students and families, the Parties hereby agree to the following:

1. Training. The BACR After-School Site Coordinator will attend, when able, training with School faculty and Staff ("School-Day Staff"). Additionally, both the School and BACR agree to be conscious of overlapping staff in scheduling professional development sessions so as to minimize disruption.

BACR Initials _____
School Initials _____

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2. Fundraising. Because all fundraisers will affect the same group of parents, BACR must obtain written approval from AIPCS II prior to any fundraising efforts involving the School's parents, apart from those funds associated with Program Participation Fees as set forth herein.
3. Classrooms. Teachers at the School will provide a "classroom checklist" to the BACR staff using their classrooms. These checklists are to ensure minimal disruption in the classroom from day to day. BACR staff will commit to checking the list upon arrival and before leaving and reporting any issues regarding the same in a timely manner.
4. Events. BACR and the School will notify each other of any proposed School-related family events (including any shows or showcases) at least one month in advance and will be open to changing dates and times for optimal coordination and participation.
5. Check-Ins. The BACR After-School Site Coordinator will check in daily with the School-Day Site Administrator or such other School staff member that is designated by the School Administrator from time to time for informational handover about student behavior and Program-related matters. In addition, the BACR After-School Site Coordinator and School-Day Site Administrator (or his or her designee) will have additional meetings on weekly or monthly basis to address case management of students, including updates around suspensions and expulsions, where necessary, as well as general Program operations and coordination between the School and BACR.
6. Policies and Procedures. BACR employees working at the School must abide by all BACR, and School policies. BACR will communicate all relevant School policies and procedures to BACR staff and ensure that BACR staff abide by them at all times. These include but are not limited to the School's safety plans and procedures, discipline, social media, student restraint, and any other applicable elements from AIPCS II' Staff/Family Handbook. A current copy of AIPCS II' Staff/Family Handbook policies is attached as **Appendix A** and incorporated herein. AIPCS II, in its sole discretion, may change these policies from time to time. In the event of any such changes, AIPCS II will provide BACR with the updated versions of the policies.
7. Teacher communications. Specific discussions between teachers and the BACR staff using their room must involve BACR's After-School Site Coordinator and the School's School-Day Site Administrator.

C. Communication and accessibility with parents.

The School and BACR recognize that communication with School parents and guardians is an important component of the Program's success. To that end, the Parties hereby agree to the following:

1. Announcements. The School can send information out to its entire parent body on behalf of BACR. This should be used only for major announcements, i.e., deadlines and applications for signing up. Program-specific information to participants will be managed by BACR, but subject to the Head of School prior approval. Communications should include the Head of School on the distribution list.
2. Key School Year Events. The BACR After-School Site Coordinator commits to attending the School's major school-year events, so that BACR has a presence at school-related activities that occur outside of the school day.
3. Welcoming events. BACR commits to being present at welcoming events for new families.
4. Attendance Records: BACR shall maintain accurate Program attendance records.
5. Research: BACR shall respond to any additional surveys or other methods of data collection that may be required throughout the life of the Program.
6. Student-to-Staff Ratio: BACR shall maintain a student-to-staff member ratio of no more than 20:1, except for in the case of temporary emergencies.
7. Qualifications: BACR shall establish qualifications for each position so that all staff members directly supervising students meet the minimum qualifications of an instructional aide.
8. Screening: BACR shall ensure that all Program staff and volunteers will fulfill health screening (Clear TB Test) and CalDOJ fingerprint clearance requirements in current law and in compliance with School policies (Certified Assurance #25)

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

BACR Initials _____
School Initials _____

E. Safety and Crisis Protocol

To ensure the safety of all School students participating in the Program, the Parties agree that:

1. BACR shall enforce a clear safety and crisis protocol, applicable to Program operations, that outlines procedure, response times, and commitment to notifying and working with School staff. That Safe School Plan is attached hereto as **Appendix B.**
2. In the event that a crisis occurs while the BACR After-School Site Coordinator is not on the School-site, the BACR After-School Site Coordinator is expected to be available via phone within 5 minutes and physically present within 30 minutes, unless there are extenuating travel circumstances.
3. AIPCS II will identify a School staff member who will be on-call during BACR program hours, and who must be notified ASAP when a crisis occurs. The School staff member and BACR's Program Coordinator will jointly respond to the crisis.

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

A. Nature of the Program: The Program is an optional extra-curricular enrichment program that School families may elect to participate in, at their choosing, subject to the eligibility, payment of fees, and other criteria stated herein.

B. Program Fee Schedule:

BACR and AIPCS II have established Program Fees for participants who elect to participate in the Program in the 2021-2022 School Year ("Program Fee Schedule") as follows and based upon various factors including sibling participants and income tiers.

Income-Based Tier	Monthly Fee/Student	Monthly Fee w/ Sibling Discount ($25)[1]
1	$50	$25
2	$75	$50
3	$100	$75

C. Program Fee Payment Terms:

1. Program Fees will not be pro-rated for students who join the Program later than the beginning of the school year or participate on a less-than-full-time basis (both of which are discouraged), except in cases where the student joins after January, 2022. Students who join after January, 2022 will be responsible for paying one half of the full-year Program Fee.
2. Program Fees may be paid in one lump sum, at the time of enrollment in the Program, or on a monthly basis, received by BACR no later than 7th of each month following the initial payment.
3. BACR will provide participants a 7-day grace period for payment, to the 15th of each month. If no payment is received by then, the nonpayment will be reported by BACR to the School via the Program Fees Report, described below, and it will become the School's responsibility to pay BACR those funds on the terms set forth below.
4. All Program Fees shall be made on-line, by check, or by money order, made payable to "Bay Area Community Resources." No cash payments will be accepted.
5. Monthly Program Fees are due before participation begins, and then on a monthly basis going forward (unless paid in one lump sum), and are non-refundable in the event that a child leaves the program prior to the end of the year and/or only attend on a part time basis (both of which are discouraged).
6. As noted above, the Program will run until 6:00 pm. BACR will extend a 10-minute grace period for parents, guardians and other authorized persons to pick-up Program participants. BACR will not release a Program participant to an unauthorized person, and it will not allow a Program participant to simply leave on his or her own, without the authorized person. Program

[1] This sibling discount does not apply to the first-enrolled student, but instead applies to the second (and any additional) enrolled students from the same family. For example, for a Tier 3 family, the monthly fee for student 1 is $100, and the monthly fee is $75 for any additional students from that same family.

BACR Initials _____
School Initials _____

participants who remain after 6:10 pm may be charged a late fee of $5.00 for every 10 minutes they are picked up late after the 10-minute grace period of 6:10pm. Late pick up fees will need to be paid by next Program day, online, by check or by money order. BACR will make every effort to collect fees from families. In the event any Program participants do not pay any late fee(s) in a timely manner, the School will pay BACR the applicable amount, as invoiced on a monthly basis.

7. Notwithstanding the foregoing, due to COVID-19, or any other major disruptive event (as may be agreed to by the Parties), the Parties acknowledge and agree fees payments may be suspended, adjusted, etc. depending on whether Schools are physically open, partially opened, closed, or engaged in distance learning.

III. PROGRAM ADMINISTRATION

A. Registration, Financial Aid, and First Collection of Program Fees

BACR will be responsible for registering students, collecting Program Fees, and administering the financial assistance programs. BACR will use its best efforts to collect Program Fees from all families other than those that qualify for financial assistance. BACR will not allow families who have not paid the Program Fee (other than those designated by the BACR as being eligible for financial assistance) to participate in the program. BACR retains all Program Fees as a contribution towards the cost of managing the program.

B. Ongoing Collection of Program Fees

Following launch of the Program, BACR will be responsible for ongoing collection of Program Fees. BACR will use its best efforts to collect Program Fees from all families, considering those that receive Program scholarships as noted above and as determined by the School. BACR will report to the School during the monthly meeting described below in Section IV, families who have not paid the Program Fee in full and in a timely manner (other than those designated by the School as being eligible for financial assistance). It shall then be the School's responsibility to take corrective action, if any, for non-payment. The School will report all such action(s) to BACR, so that BACR may act accordingly with respect to Program administration, collection of Program Fees in the future, etc. BACR retains all Program Fees as a contribution towards the cost of managing the Program and coverage of the Management Fee (defined below).

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIPCS II for the 2021-22 year is **$177,382 ASES.** BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

School staff and BACR staff will meet at least quarterly in order to review various program-related matters, including enrollment numbers and Program Fee collections.

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-payment by Program participants, or any other reason. But for this express agreement and commitment by AIPCSII, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

If enrollment trends over two (2) or more consecutive months indicate more than a 10% change in Program enrollment as compared to the current expected level of 110 participants, then the Parties will meet and confer on proposed changes to Program-related terms, including staffing, student groupings, and the Management Fee on a go-forward basis (i.e., non-retroactive) following execution of any addendum. The Parties will document the results of any such discussions and memorialize any related changes in an addendum to this Agreement.

V. TERM AND TERMINATION

BACR Initials _____
School Initials _____

The Term of the Agreement shall be from July 1, 2021 through June 30, 2022.

Either Party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to the other Party.

Notwithstanding any other provision of this Agreement, BACR may terminate this this Agreement immediately for cause, without any further obligation by BACR, by providing written notice of the same to the School upon the occurrence of any of the following events which shall constitute "cause" for such immediate termination: (1) bankruptcy, insolvency, loss or reduction of funds for the Program by the School; (2) assignment of this Agreement by the School to any other person or entity without the express advance written consent of BACR; (3) a material breach of this Agreement; (4) the School's failure to pay the Management Fee to BACR in a timely manner as set forth above; or (5) a Force Majeure as defined below.

In the event of any termination for cause by BACR, other than one based on Force Majeure (as defined below), the School shall pay BACR any and all outstanding Management Fees and pre-approved expenses due and owing to BACR or incurred by BACR under this Agreement. For the sake of clarity, the School shall pay BACR the full Management Fee in the event of any termination for cause of this Agreement (except one resulting from Force Majeure as defined below), unless BACR advises of cost savings due to early termination that may be deducted from the AIPCS II fee.

VI. INDEMNITY

BACR shall defend, indemnify, and hold the School, AIPCS II, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees for injury or claims for damages, arising out of BACR's performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the grossly negligent or fraudulent acts or omissions of BACR, its officers, agents or employees.

AIPCS II shall defend, indemnify, and hold BACR, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees or claims for injury or damages, arising out of AIPCS II performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the negligent or intentional acts or omissions of AIPCS II, its officers, agents or employees. Further, if AIPCS II exercises its rights pursuant to Section VII of this Agreement (Removal of Staff), then it shall indemnify BACR and its Board of Directors, officers, employees and agents for any liability, loss, expense, attorney fees, or claims for injury or damages related to that termination, under any theory, even if in its exercise of such rights the School has not engaged in any negligent or intentional acts or omissions.

VII. REMOVAL OF STAFF

In the event that AIPCS II, for reasonable cause, at any time during the term of this agreement, desires the removal of any BACR related persons, employees, representatives or agents from the School site and/or property, BACR shall immediately upon receiving notice from AIPCS II of such desire, cause the removal of such person or persons. Notwithstanding the foregoing, BACR will retain final authority over hiring and termination of any BACR staff, and any such hiring or termination will follow BACR HR policies.

VIII. CANRA COMPLIANCE

BACR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code 11164 -11174.

IX. SUBCONTRACTING

BACR may elect to subcontract a portion of the work or activities to be performed under this agreement. In such an event, AIPCS II in its sole discretion, shall have the right to approve or disapprove the use of such subcontractors. BACR shall require each such AIPCS II-approved subcontractor to agree to abide by all terms of this Agreement, and to indemnify, hold harmless and defend AIPCS II, its officers, officials, employees, volunteers, or agents in accordance with the terms of Paragraph IV, above (Indemnity).

X. INSURANCE

BACR Initials _____
School Initials _____

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIPCS II as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIPCS II is an additional insured under the policy or policies. Insurance shall include the following:

- *Property Insurance* - for replacement value, including coverage for all assets listed in AIPCS II' property inventory and consumables that BACR will utilize as part of the Program. If full replacement value coverage is not available, BACR shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability* - providing coverage for negligence, errors and omissions, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students.
- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

XI. RELATIONSHIP BETWEEN THE PARTIES.

It is agreed that the relationship of BACR to AIPCS II is that of an independent contractor, that BACR shall provide all services under this Agreement as an independent contractor, and that BACR shall not have the authority to bind or make any commitment on behalf of AIPCS II. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between BACR and AIPCS II.

XII. NOTICE

Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery, registered mail or electronic means (with delivery confirmation), addressed to the recipient as follows:

If to the School:	If to BACR:
ATTN: Marisol Magana American Indian Public Charter School II 171 12th Street Oakland, CA 94607 510-220-9985 (Phone)	ATTN: Martin Weinstein, CEO 191 Carlos Drive San Rafael, CA 94903-2005 415-444-5581 (Phone) 415-444-5589 (Fax) mweinstein@bacr.org

All notices must be in writing to the addresses set forth above, unless otherwise advised by a Party. Notices sent are deemed to have been received immediately upon personal delivery, three (3) business days following deposit of the same with an authorized carrier for delivery by registered mail, or on the next business day following issuance by email, but only if the recipient confirms receipt by email.

XIII. INTEGRATION

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof, and it supersedes and merges all prior discussions between the Parties.

This Agreement may only be modified in a writing signed by both Parties that expressly references this Agreement.

XIV. LIMITATION ON LIABILITY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BACR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT TO BACR.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SCHOOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE

BACR Initials _____
School Initials _____

FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT.

XV. EXCLUSION ON LIABILITY

IN NO EVENT SHALL BACR BE LIABLE FOR ANY CONSEQUENTIAL INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY SCHOOL OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE SCHOOL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY BACR OR ANY THIRD PARTY, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF BACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XVI. MISCELLANEOUS

A. Force Majeure: If, for reasons beyond the control of either Party (a “Force Majeure” event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR’s non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.
B. Time is of the Essence: Time is of the essence with respect to the Parties’ performance of the Services hereunder.
C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.
D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.
E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.
F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.
G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.
H. Prevailing Party: In the event that it shall become necessary for any Party to institute legal proceedings

against another Party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorneys’ fees and all expert witness fees incurred during pre-suit efforts, suit, and post judgment, appeal, or settlement collection.

I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable
J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to “person(s)” include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word “including” is used, it means “including without

BACR Initials _____
School Initials _____

limitation."

K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.

L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a "including" is used, it means "including, but not limited to."

M. Authority: The undersigned represent and warrant that they are duly authorized to sign this Agreement on behalf of their respective entities.

Effective as of the Date noted above upon signature of both parties.

American Indian Public Charter School II K-8	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

APPENDIX A: AIMS K-12 COLLEGE PREP CHARTER DISTRICT STAFF AND FAMILY HANDBOOK

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2015

Site Name:	AIMS K - 8	ASES	Distirct Match (In-Kind)	Program Fees	0	Other Lead Agency Funds (In-Kind)
Site #:	5571	201020		227170	0	
Average # of students to be served daily (ADA): 104		ASES	School Site	Lead Agency	School Site	Lead Agency
	TOTAL GRANT AWARD	**$177,382**	**$45,490**	**$25,000**	**$0**	**$6,217**
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
	Facilities	$0	$13,499	$0	$0	$0
	District Coordinators, evaluation, and training/technical assistance costs	$0	$13,000	$0	$0	$0
	Custodial Staffing and Supplies	$0	$4,000	$0	$0	$0
	Total	$0	$30,499	$0	$0	$0
PERSONNEL						
5015	Site Coordinator- Rogelio Narevez	$58,333	$0	$0	$0	$0
5030	After School Instructor - $17hr x 20hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor - $17hr x 20hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor - $17hr x 20hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor - $17hr x 20hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor - $17hr x 20hrs/wk x 29wks	$0	$0	$9,715	$0	$0
5030	BACR Program Manager: Samantha Jeandebien	$8,400	$0	$0	$0	$0
	Total personnel	**$122,425**	**$0**	**$9,715**	**$0**	**$0**
BENEFITS						$0
3000's	Lead Agency benefits (rate: 25%)	$30,606	$0	$2,429	$0	$0
	Total benefits	$30,606	$0	$2,429	$0	$0
BOOKS AND SUPPLIES						
6110	Cell Phone	$0	$0	$0	$0	$0
6141	Supplies	$14	$0	$1,500	$0	$0
6285	Parking	$0	$0	$2,500		
6185	Technology	$0	$0	$0		
	Snack	$0	$14,391	$0	$0	$0
4310	CitySpan Support System	$0	$0	$0		$0
	Total books and supplies	**$14**	**$14,391**	**$4,000**	**$0**	**$0**
CONTRACTED SERVICES						
6245	Contractors TBD	$0	$0	$5,595		$0
	Cushion for less Fees	**$0**	**$0**	**$0.00**	**$0**	**$0**
5030	Professional Development	$1,200	$0	$0	$0	$0
	Total services	**$1,200.00**	**$0**	**$5,595**	**$0**	**$0**
IN-KIND DIRECT SERVICES						
	BACR East Bay Director				$0	$2,160
	BACR Administrative Assistant				$0	$2,000
	Trainings (Summer Institute, CPS, Classroom Management, Lesson Planning, etc.)					$1,217
	After School Program Support Staff (2.9% FTE per site - $840)					$840
	Volunteer Time					$0
	In-kind Subcontractor Providers					$0
	Other In-kind Providers					$0

	Total services	**$0**	**$0**	**$0**	**$0**	**$6,217**
LEAD AGENCY ADMINISTRATIVE COSTS						
	Lead Agency admin 15%	$23,136.83		$3,261	$0	$0
	Subtotals	**$177,382**	**$44,890**	**$25,000**	**$0**	**$6,217**
	Total	**$177,382**	**$44,890**	**$25,000**	**$0**	**$6,217**
		$0		$0		

AIMS Finance Committee Meeting Item Cover Letter

Item: BACR and AIMS MS Agreement for After School Program

Presented By: Marisol Magana

Staff Recommendation:

Recommend that AIMS College Prep Middle School (AIMS MS) partner with Bay Area Community Resources (BACR) to oversee and manage the after school program for grades 6th - 8th.

Committee Approval: Finance Committee

Total Associated Cost: $177,382

Included in Budget? N/A

Funding Source: After School Education and Safety (ASES) Grant

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022 LCAP

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and AIMS College Prep Middle School ("AIMS MS" or "School") for the provision of certain educational services (as further detailed below) at the AIMS MS school site during the 2021-22 school year. BACR and AIMS MS are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

In exchange for the benefits and consideration set forth below, the sufficiency of which is hereby acknowledged by both Parties, AIMS MS and BACR will collaborate to implement the educational program detailed below ("Program") and assure the fulfillment of the objectives and activities outlined in this Agreement.

I. SCOPE OF WORK AND RELATED TERMS - TRADITIONAL SCHOOL YEAR

BACR agrees to provide an after-school program aligned with the School's school day, program quality, and fiscal oversight, as follows:

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 104 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 110, BACR is open to accommodating more students. However, before Program enrollment exceeds 140 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 9, 2021 to June 14, 2022. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

The School and BACR intend to provide a comprehensive after school program for the School's students. To ensure a consistent experience for School students and families, the Parties hereby agree to the following:

1. Training. The BACR After-School Site Coordinator will attend, when able, training with School faculty and Staff ("School-Day Staff"). Additionally, both the School and BACR agree to be conscious of overlapping staff in scheduling professional development sessions so as to minimize disruption.

BACR Initials _____
School Initials _____

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2. Fundraising. Because all fundraisers will affect the same group of parents, BACR must obtain written approval from AIMS MS prior to any fundraising efforts involving the School's parents, apart from those funds associated with Program Participation Fees as set forth herein.
3. Classrooms. Teachers at the School will provide a "classroom checklist" to the BACR staff using their classrooms. These checklists are to ensure minimal disruption in the classroom from day to day. BACR staff will commit to checking the list upon arrival and before leaving and reporting any issues regarding the same in a timely manner.
4. Events. BACR and the School will notify each other of any proposed School-related family events (including any shows or showcases) at least one month in advance and will be open to changing dates and times for optimal coordination and participation.
5. Check-Ins. The BACR After-School Site Coordinator will check in daily with the School-Day Site Administrator or such other School staff member that is designated by the School Administrator from time to time for informational handover about student behavior and Program-related matters. In addition, the BACR After-School Site Coordinator and School-Day Site Administrator (or his or her designee) will have additional meetings on weekly or monthly basis to address case management of students, including updates around suspensions and expulsions, where necessary, as well as general Program operations and coordination between the School and BACR.
6. Policies and Procedures. BACR employees working at the School must abide by all BACR, and School policies. BACR will communicate all relevant School policies and procedures to BACR staff and ensure that BACR staff abide by them at all times. These include but are not limited to the School's safety plans and procedures, discipline, social media, student restraint, and any other applicable elements from AIMS MS' Staff/Family Handbook. A current copy of AIMS MS' Staff/Family Handbook policies is attached as **Appendix A** and incorporated herein. AIMS MS, in its sole discretion, may change these policies from time to time. In the event of any such changes, AIMS MS will provide BACR with the updated versions of the policies.
7. Teacher communications. Specific discussions between teachers and the BACR staff using their room must involve BACR's After-School Site Coordinator and the School's School-Day Site Administrator.

C. Communication and accessibility with parents.

The School and BACR recognize that communication with School parents and guardians is an important component of the Program's success. To that end, the Parties hereby agree to the following:

1. Announcements. The School can send information out to its entire parent body on behalf of BACR. This should be used only for major announcements, i.e., deadlines and applications for signing up. Program-specific information to participants will be managed by BACR, but subject to the Head of School prior approval. Communications should include the Head of School on the distribution list.
2. Key School Year Events. The BACR After-School Site Coordinator commits to attending the School's major school-year events, so that BACR has a presence at school-related activities that occur outside of the school day.
3. Welcoming events. BACR commits to being present at welcoming events for new families.
4. Attendance Records: BACR shall maintain accurate Program attendance records.
5. Research: BACR shall respond to any additional surveys or other methods of data collection that may be required throughout the life of the Program.
6. Student-to-Staff Ratio: BACR shall maintain a student-to-staff member ratio of no more than 20:1, except for in the case of temporary emergencies.
7. Qualifications: BACR shall establish qualifications for each position so that all staff members directly supervising students meet the minimum qualifications of an instructional aide.
8. Screening: BACR shall ensure that all Program staff and volunteers will fulfill health screening (Clear TB Test) and CalDOJ fingerprint clearance requirements in current law and in compliance with School policies (Certified Assurance #25)

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

BACR Initials _____
School Initials _____

E. Safety and Crisis Protocol

To ensure the safety of all School students participating in the Program, the Parties agree that:

1. BACR shall enforce a clear safety and crisis protocol, applicable to Program operations, that outlines procedure, response times, and commitment to notifying and working with School staff. That Safe School Plan is attached hereto as **Appendix B.**
2. In the event that a crisis occurs while the BACR After-School Site Coordinator is not on the School-site, the BACR After-School Site Coordinator is expected to be available via phone within 5 minutes and physically present within 30 minutes, unless there are extenuating travel circumstances.
3. AIMS MS will identify a School staff member who will be on-call during BACR program hours, and who must be notified ASAP when a crisis occurs. The School staff member and BACR's Program Coordinator will jointly respond to the crisis.

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

A. Nature of the Program: The Program is an optional extra-curricular enrichment program that School families may elect to participate in, at their choosing, subject to the eligibility, payment of fees, and other criteria stated herein.

B. Program Fee Schedule:

BACR and AIMS MS have established Program Fees for participants who elect to participate in the Program in the 2021-2022 School Year ("Program Fee Schedule") as follows and based upon various factors including sibling participants and income tiers.

Income-Based Tier	Monthly Fee/Student	Monthly Fee w/ Sibling Discount ($25)[1]
1	$50	$25
2	$75	$50
3	$100	$75

C. Program Fee Payment Terms:

1. Program Fees will not be pro-rated for students who join the Program later than the beginning of the school year or participate on a less-than-full-time basis (both of which are discouraged), except in cases where the student joins after January, 2022. Students who join after January, 2022 will be responsible for paying one half of the full-year Program Fee.
2. Program Fees may be paid in one lump sum, at the time of enrollment in the Program, or on a monthly basis, received by BACR no later than 7th of each month following the initial payment.
3. BACR will provide participants a 7-day grace period for payment, to the 15th of each month. If no payment is received by then, the nonpayment will be reported by BACR to the School via the Program Fees Report, described below, and it will become the School's responsibility to pay BACR those funds on the terms set forth below.
4. All Program Fees shall be made on-line, by check, or by money order, made payable to "Bay Area Community Resources." No cash payments will be accepted.
5. Monthly Program Fees are due before participation begins, and then on a monthly basis going forward (unless paid in one lump sum), and are non-refundable in the event that a child leaves the program prior to the end of the year and/or only attend on a part time basis (both of which are discouraged).
6. As noted above, the Program will run until 6:00 pm. BACR will extend a 10-minute grace period for parents, guardians and other authorized persons to pick-up Program participants. BACR will not release a Program participant to an unauthorized person, and it will not allow a Program participant to simply leave on his or her own, without the authorized person. Program

[1] This sibling discount does not apply to the first-enrolled student, but instead applies to the second (and any additional) enrolled students from the same family. For example, for a Tier 3 family, the monthly fee for student 1 is $100, and the monthly fee is $75 for any additional students from that same family.

BACR Initials _____
School Initials _____

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participants who remain after 6:10 pm may be charged a late fee of $5.00 for every 10 minutes they are picked up late after the 10-minute grace period of 6:10pm. Late pick up fees will need to be paid by next Program day, online, by check or by money order. BACR will make every effort to collect fees from families. In the event any Program participants do not pay any late fee(s) in a timely manner, the School will pay BACR the applicable amount, as invoiced on a monthly basis.

7. Notwithstanding the foregoing, due to COVID-19, or any other major disruptive event (as may be agreed to by the Parties), the Parties acknowledge and agree fees payments may be suspended, adjusted, etc. depending on whether Schools are physically open, partially opened, closed, or engaged in distance learning.

III. PROGRAM ADMINISTRATION

A. Registration, Financial Aid, and First Collection of Program Fees

BACR will be responsible for registering students, collecting Program Fees, and administering the financial assistance programs. BACR will use its best efforts to collect Program Fees from all families other than those that qualify for financial assistance. BACR will not allow families who have not paid the Program Fee (other than those designated by the BACR as being eligible for financial assistance) to participate in the program. BACR retains all Program Fees as a contribution towards the cost of managing the program.

B. Ongoing Collection of Program Fees

Following launch of the Program, BACR will be responsible for ongoing collection of Program Fees. BACR will use its best efforts to collect Program Fees from all families, considering those that receive Program scholarships as noted above and as determined by the School. BACR will report to the School during the monthly meeting described below in Section IV, families who have not paid the Program Fee in full and in a timely manner (other than those designated by the School as being eligible for financial assistance). It shall then be the School's responsibility to take corrective action, if any, for non-payment. The School will report all such action(s) to BACR, so that BACR may act accordingly with respect to Program administration, collection of Program Fees in the future, etc. BACR retains all Program Fees as a contribution towards the cost of managing the Program and coverage of the Management Fee (defined below).

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS MS for the 2021-22 year is **$177,382 ASES.** BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

School staff and BACR staff will meet at least quarterly in order to review various program-related matters, including enrollment numbers and Program Fee collections.

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-payment by Program participants, or any other reason. But for this express agreement and commitment by AIMS MS, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

If enrollment trends over two (2) or more consecutive months indicate more than a 10% change in Program enrollment as compared to the current expected level of 110 participants, then the Parties will meet and confer on proposed changes to Program-related terms, including staffing, student groupings, and the Management Fee on a go-forward basis (i.e., non-retroactive) following execution of any addendum. The Parties will document the results of any such discussions and memorialize any related changes in an addendum to this Agreement.

V. TERM AND TERMINATION

BACR Initials _____
School Initials _____

The Term of the Agreement shall be from July 1, 2021 through June 30, 2022.

Either Party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to the other Party.

Notwithstanding any other provision of this Agreement, BACR may terminate this this Agreement immediately for cause, without any further obligation by BACR, by providing written notice of the same to the School upon the occurrence of any of the following events which shall constitute "cause" for such immediate termination: (1) bankruptcy, insolvency, loss or reduction of funds for the Program by the School; (2) assignment of this Agreement by the School to any other person or entity without the express advance written consent of BACR; (3) a material breach of this Agreement; (4) the School's failure to pay the Management Fee to BACR in a timely manner as set forth above; or (5) a Force Majeure as defined below.

In the event of any termination for cause by BACR, other than one based on Force Majeure (as defined below), the School shall pay BACR any and all outstanding Management Fees and pre-approved expenses due and owing to BACR or incurred by BACR under this Agreement. For the sake of clarity, the School shall pay BACR the full Management Fee in the event of any termination for cause of this Agreement (except one resulting from Force Majeure as defined below), unless BACR advises of cost savings due to early termination that may be deducted from the AIMS MS fee.

VI. INDEMNITY

BACR shall defend, indemnify, and hold the School, AIMS MS, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees for injury or claims for damages, arising out of BACR's performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the grossly negligent or fraudulent acts or omissions of BACR, its officers, agents or employees.

AIMS MS shall defend, indemnify, and hold BACR, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees or claims for injury or damages, arising out of AIMS MS performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the negligent or intentional acts or omissions of AIMS MS, its officers, agents or employees. Further, if AIMS MS exercises its rights pursuant to Section VII of this Agreement (Removal of Staff), then it shall indemnify BACR and its Board of Directors, officers, employees and agents for any liability, loss, expense, attorney fees, or claims for injury or damages related to that termination, under any theory, even if in its exercise of such rights the School has not engaged in any negligent or intentional acts or omissions.

VII. REMOVAL OF STAFF

In the event that AIMS MS, for reasonable cause, at any time during the term of this agreement, desires the removal of any BACR related persons, employees, representatives or agents from the School site and/or property, BACR shall immediately upon receiving notice from AIMS MS of such desire, cause the removal of such person or persons. Notwithstanding the foregoing, BACR will retain final authority over hiring and termination of any BACR staff, and any such hiring or termination will follow BACR HR policies.

VIII. CANRA COMPLIANCE

BACR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code 11164 -11174.

IX. SUBCONTRACTING

BACR may elect to subcontract a portion of the work or activities to be performed under this agreement. In such an event, AIMS MS in its sole discretion, shall have the right to approve or disapprove the use of such subcontractors. BACR shall require each such AIMS MS-approved subcontractor to agree to abide by all terms of this Agreement, and to indemnify, hold harmless and defend AIMS MS, its officers, officials, employees, volunteers, or agents in accordance with the terms of Paragraph IV, above (Indemnity).

X. INSURANCE

BACR Initials _____
School Initials _____

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIMS MS as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIMS MS is an additional insured under the policy or policies. Insurance shall include the following:

- *Property Insurance* - for replacement value, including coverage for all assets listed in AIMS MS' property inventory and consumables that BACR will utilize as part of the Program. If full replacement value coverage is not available, BACR shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability* - providing coverage for negligence, errors and omissions, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students.
- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

XI. RELATIONSHIP BETWEEN THE PARTIES.

It is agreed that the relationship of BACR to AIMS MS is that of an independent contractor, that BACR shall provide all services under this Agreement as an independent contractor, and that BACR shall not have the authority to bind or make any commitment on behalf of AIMS MS. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between BACR and AIMS MS.

XII. NOTICE

Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery, registered mail or electronic means (with delivery confirmation), addressed to the recipient as follows:

If to the School:	If to BACR:
ATTN: Marisol Magana American Indian Public Charter School II 171 12th Street Oakland, CA 94607 510-220-9985 (Phone)	ATTN: Martin Weinstein, CEO 191 Carlos Drive San Rafael, CA 94903-2005 415-444-5581 (Phone) 415-444-5589 (Fax) mweinstein@bacr.org

All notices must be in writing to the addresses set forth above, unless otherwise advised by a Party. Notices sent are deemed to have been received immediately upon personal delivery, three (3) business days following deposit of the same with an authorized carrier for delivery by registered mail, or on the next business day following issuance by email, but only if the recipient confirms receipt by email.

XIII. INTEGRATION

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof, and it supersedes and merges all prior discussions between the Parties.

This Agreement may only be modified in a writing signed by both Parties that expressly references this Agreement.

XIV. LIMITATION ON LIABILITY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BACR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT TO BACR.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SCHOOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE

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School Initials _____

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FEES PAID OR PAYABLE BY THE SCHOOL UNDER THIS AGREEMENT.

XV. EXCLUSION ON LIABILITY

IN NO EVENT SHALL BACR BE LIABLE FOR ANY CONSEQUENTIAL INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY SCHOOL OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE SCHOOL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY BACR OR ANY THIRD PARTY, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF BACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XVI. MISCELLANEOUS

A. Force Majeure: If, for reasons beyond the control of either Party (a “Force Majeure” event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR’s non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.
B. Time is of the Essence: Time is of the essence with respect to the Parties’ performance of the Services hereunder.
C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.
D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.
E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.
F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.
G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.
H. Prevailing Party: In the event that it shall become necessary for any Party to institute legal proceedings

against another Party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorneys’ fees and all expert witness fees incurred during pre-suit efforts, suit, and post judgment, appeal, or settlement collection.

I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable
J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to “person(s)” include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word “including” is used, it means “including without

BACR Initials _____
School Initials _____

limitation."

K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.

L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a "including" is used, it means "including, but not limited to."

M. Authority: The undersigned represent and warrant that they are duly authorized to sign this Agreement on behalf of their respective entities.

Effective as of the Date noted above upon signature of both parties.

American Indian Public Charter School II K-8	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

APPENDIX A: AIMS K-12 COLLEGE PREP CHARTER DISTRICT STAFF AND FAMILY HANDBOOK

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2015

Site Name:	AIMS Middle School	ASES	Distirct Match (In-Kind)	Program Fees	School Funds	Other Lead Agency Funds (In-Kind)
Site #:	5569	201020		207170	201030	
Average # of students to be served daily (ADA): 104		ASES	School Site	Lead Agency	School Site	Lead Agency
	TOTAL GRANT AWARD	**$177,382**	**$45,490**	**$25,000**	**$0**	**$6,217**
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
	Facilities	$0	$13,499	$0	$0	$0
	District Coordinators, evaluation, and training/technical assistance costs	$0	$13,000	$0	$0	$0
	Custodial Staffing and Supplies	$0	$4,000	$0	$0	$0
	Total	$0	$30,499	$0	$0	$0
PERSONNEL						
5015	Site Coordinator - Carlos Castro	$58,333	$0	$0	$0	$0
5030	After School Instructor-$17ph/hr x 21hrs/wk x 39 wks	$13,260	$0	$0	$0	$0
5030	After School Instructor-$17ph/hr x 21hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor-$17ph/hr x 21hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor-$17ph/hr x 21hrs/wk x 39 wks	$13,923	$0	$0	$0	$0
5030	After School Instructor- $17ph/hr x 18hrs/wk x 39 wks	$0	$0	$11,934	$0	$0
5030	BACR Program Manager: Samantha Jeandebien	$8,000	$0	$0	$0	$0
5030		$0	$0	$0		
	Total personnel	**$121,362**	**$0**	**$11,934**	**$0**	**$0**
BENEFITS						$0
3000's	Lead Agency benefits (rate: 25%)	$30,340.61	$0	$2,984	$0	$0
	Total benefits	**$30,341**	**$0**	**$2,984**	**$0**	**$0**
BOOKS AND SUPPLIES						
6110	Cell Phone	$1,000	$0	$0	$0	$0
6141	Supplies	$1,542	$0	$2,322	$0	$0
	Parking	$0	$0	$2,500	$0	$0
6185	Technology	$0	$0	$0	$0	$0
	Snack	$0	$14,391	$0	$0	$0
4310	CitySpan Support System	$0	$600	$0	$0	$0
	Total books and supplies	**$2,542**	**$14,991**	**$4,822**	**$0**	**$0**
CONTRACTED SERVICES						
6245	Contractors TBD	$0	$0			$0
6270	Professional Development	$0	$0	$2,000	$0	$0
6245	Cushion for less Fees	**$0**	**$0**			**$0**
	Total services	**$0**	**$0**	**$2,000**	**$0**	**$0**
IN-KIND DIRECT SERVICES						
	BACR East Bay Director				$0	$2,160
	BACR Administrative Assistant				$0	$2,000
	Trainings (Summer Institute, CPS, Classroom Management, Lesson Planning, etc.)					$1,217
	After School Program Support Staff (2.9% FTE per site - $840)					$840
	Volunteer Time					$0
	In-kind Subcontractor Providers					$0

	Other In-kind Providers					$0
	Total services		**$0**			**$6,217**
LEAD AGENCY ADMINISTRATIVE COSTS						
	Lead Agency admin 15%	$23,137	$2,249	$3,261	$0	$0
	Subtotals	**$177,382**	**$47,739**	**$25,000**	**$0**	**$6,217**
	Total	**$177,382**	**$47,739**	**$25,000**	**$0**	**$6,217**
		$0		$0		

Coversheet

Expanded Learning Opportunity Plan - Update (AIMS HS, AIMS MS and AIPCS II)

Section: III. Action Items
Item: E. Expanded Learning Opportunity Plan - Update (AIMS HS, AIMS MS and AIPCS II)
Purpose: Vote
Submitted by:
Related Material: ELO Grant Cvr Ltr.pdf
AIPCS II ELO Grant.pdf
AIMS MS ELO Grant.pdf
AIMS HS ELO Grant.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Expanded Learning Opportunities Grant Plan for AIPCS II, AIMS MS and AIMS HS

Presented By: Marisol Magana

Staff Recommendation:

As part of AB 86 funding there is an Expanded Learning Opportunities Grant. Attached is the updated template for the plan and how funds will be spent for AIPCS II, AIMS MS and AIMS HS

AIPCS II - $375,750.08
AIMS MS - $133,336
AIMS HS - $272,671

Committee Approval: Finance Committee

Total Associated Cost:

Included in Budget? Yes

Funding Source:

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022 LCAP

California Department of Education
March 2021

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
American Indian Public Charter School II (AIPCS II)	Riffat Akram, Head of Division Natalie Glass, Head of Division Christopher Ahmad, Head of School	riffat.akram@aimsk12.org natalie.glass@aimsk12.org christopher.ahmad@aimsk12.org 510-893-8701

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Parent engagement meeting on 5/7/21 at 6:30 pm. Agenda was sent prior to the meeting. Teacher PLC meetings on Thursday 5/6/21. Agenda was shared prior to the meeting. Teachers & Staff Student Support Committee.

A description of how students will be identified and the needs of students will be assessed.

Using School enrollment & assessment Database we will identify the students based on the following categories:

- Low-income
- English Learners

- Homeless Students

-Student with Disabilities

- Students at Risk of Abuse, Neglect, or Exploitation

- Disengaged Students

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Inform parents via ParentSquare, news letter, parent meetings, AIMS K-12 website & Social Media, Schoology (SMS)

A description of the LEA's plan to provide supplemental instruction and support.

- After School Programs
- Social Emotional Learning Professional Development and Training for staff and students
- Additional support staff to help with study hall, traffic, Covid-19 protocols and check-ups
- Additional Support Staff: Additional instructional aids for individual & small group academic support
- Designated SEL Counselor: The Social Emotional Learning Counselor will support the recovery of learning loss due to pandemic through instruction, therapy, and educationally required counseling services to students by promoting positive social skills, mental health, and personal growth. The SEL Counselor will help to identify emotional and social skills needs, and encourage positive behavior through social/emotional skills training. Support families and school staff by providing consultation, instruction, and group counseling activities in the area of mental health.
- The purchase of two independent learning platforms that have been proven to be successful and help students catch up - IXL and Learning Farm
- An onsite counselor specifically for K-8 to provide social and emotional support and counseling for students, and training for staff
- Academic Saturday School for students who are failing
- Academic Summer Camp/Summer School for 3 weeks
- Illuminate - Benchmark Assessment Program
- Professional development
- Tiered Intervention for academic support
- Additional instructional aids for individual & small group academic support

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time Saturday School and Summer School	[$72,648.2]	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports Hiring additional Instructional aides to work with small groups.	[$168,248.24]	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning On-Site Counselor	[$39,518.08]	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[$ 0.00]	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[$0.00]	[Actual expenditures will be provided when available]
Additional academic services for students Illuminate, IXL, Learning Farm, ParentSquare, and PowerSchool - [$42,845.56] Hire a data analyst to synthesize and analyze data and review student learning trends. [$45,490]	[88,335.56]	[Actual expenditures will be provided when available]

Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs SEL Professional Development	SEL PD - $7,000	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	$375,750.08	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

AIPCS II is coordinating the use of the Expanded Learning Grant and other federal ESSER funds by budgeting across several categories to best meet the needs of the local staff, students and community. In 2021-22, the Expanded Learning Grant funds are primarily budgeted towards student support services such as tutoring; credit recovery services to accelerate progress towards closing the achievement gap, diagnostic assessments and progress monitoring; and paraprofessional staffing. In 2021-22, the ESSER funds are primarily budgeted towards hiring additional intervention aides staff to support students in small groups.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov.

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.

- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
    a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
    b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
    c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students’ social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

California Department of Education
March 2021

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School (AIMS MS)	Riffat Akram, Head of Division Natalie Glass, Head of Division	Riffat.akram@aimsk12.org Natalie.glass@aimsk12.org 510-893-8701

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Parent engagement meeting on 5/7/21. Agenda was sent prior to the meeting. Teacher PLC meetings on Thursday 5/6/21. Agenda was shared prior to the meeting. Teachers & Staff Student Support Committee.

A description of how students will be identified and the needs of students will be assessed.

Using School enrollment & assessment Database we will identify the students based on the following categories:

- Low-income
- English Learners

- Homeless Students
-Student with Disabilities
- Students at Risk of Abuse, Neglect, or Exploitation
- Disengaged Students

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Inform parents via parent square, news letter, parent meetings, AIMSK12 website & Social Media, Schoology(SMS)

A description of the LEA's plan to provide supplemental instruction and support.

- Academic Saturday School for students who are failing
- Academic Summer Camp/Summer School for 3 week
- Additional Support Staff: Additional instructional aids for individual & small group academic support
- Designated SEL Counselor: The Social Emotional Learning Counselor will support the recovery of learning loss due to pandemic through instruction, therapy, and educationally required counseling services to students by promoting positive social skills, mental health, and personal growth. The SEL Counselor will help to identify emotional and social skills needs, and encourage positive behavior through social/emotional skills training. Support families and school staff by providing consultation, instruction, and group counseling activities in the area of mental health.
- Professional development
- Tiered Intervention for academic support
- Additional instructional aids for individual & small group academic support

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time Saturday School and Summer School	[$33,540.96]	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports		[Actual expenditures will be provided when available]

Hiring additional Instructional aides to work with small groups.	[$83,243.79]	
Integrated student supports to address other barriers to learning On-Site Counselor Designated SEL Counselor: The Social Emotional Learning Counselor will support the recovery of learning loss due to pandemic through instruction, therapy, and educationally required counseling services to students by promoting positive social skills, mental health, and personal growth. The SEL Counselor will help to identify emotional and social skills needs, and encourage positive behavior through social/emotional skills training. Support families and school staff by providing consultation, instruction, and group counseling activities in the area of mental health	[$11,081.25]	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[$0.00]	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[$0.00]	[Actual expenditures will be provided when available]
Additional academic services for students	[$0.00]	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs SEL Curriculum PBIS Training for Teachers SEL PD	Staff training SEL:$2000 PBIS Training: $3000 SEL PD - $3500	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	$133,366	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

AIM MS is coordinating the use of the Expanded Learning Grant and other federal ESSER funds by budgeting across several categories to best meet the needs of the local staff, students and community. In 2021-22, the Expanded Learning Grant funds are primarily budgeted towards student support services such as tutoring; credit recovery services to accelerate progress towards closing the achievement gap, diagnostic assessments and progress monitoring; and paraprofessional staffing. In 2021-22, the ESSER funds are primarily budgeted towards hiring additional intervention aides staff to support students in small groups and consulting and operational services.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov.

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.

- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
    a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
    b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
    c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students’ social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

California Department of Education
March 2021

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep High School (AIMS HS)	Maurice Williams, Head of School	maurice.williams@aimsk12.org 510-893-8701

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Teachers were involved in the development of the plan through department meetings where they discussed support and resources to close the learning gap.

A description of how students will be identified and the needs of students will be assessed.

Students' academic status will be used to identify them. All students will be assessed through different diagnostics. Staff and teachers' recommendations will be used to assess emotional and mental needs.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

An LCAP Advisory Council Committee meeting was set up virtually for May 8 at 6pm. Parents and guardians were invited to this meeting through ParentSquare. The proposed plan and a feedback survey was also sent out to parents and guardians for those that cannot attend the meeting.

A description of the LEA's plan to provide supplemental instruction and support.

To help provide supplemental instruction and support to students, the LEA will dedicate a significant portion of its grant by hiring tutors and an instructional aide, funding learning recovery programs, and educator training through coaching and professional development opportunities. Additionally, the proposed grant would fund several diagnostic testing programs, an academic data analyst for student progress monitoring, and training to improve the capacity and support of our academic counselors.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	[$ 0.00]	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students."	[$172,250]	[Actual expenditures will be provided when available]

Acellus Learning: Acellus is a learning management system video-based lessons with cutting-edge technology to accelerate learning, elevate standardized test scores, reduce dropout rates and transition more students into careers and college. Academic Coaching: Provide extensive support for teachers through weekly coaching and professional development Student Tutors: Upperclassmen will be offered the opportunity to tutor underclassmen Instructional Aide: Provide additional support in classroom for students Schoology: from rostering classes and syncing grades to tracking teacher PD and using data to understand student performance		
Integrated student supports to address other barriers to learning	[$ 0.00]	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[$ 0.00]	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility The Power School Conference is a week of training provided to coordinators and counseling team staff. Sessions will provide staff the necessary tools and skills to support students and school districts. Attendees will gain working knowledge of PowerSchools best practices to manage data, student test scores, develop student reports, scheduling, course management, report cards, auto communication, support staff daily skill building, a scheduling workshop and 1-1 training with individuals:	[$ 44,497]	[Actual expenditures will be provided when available]

ALEKS helps students master course topics through a continuous cycle of mastery, knowledge retention, and positive feedback. Each student begins a new course with a unique set of knowledge and prerequisite gaps to fill. By determining the student's baseline of knowledge, ALEKS creates an individual and dynamic path to success where students learn and then master topics. Hire a data analyst to synthesize and analyze data and review student learning trends.		
Additional academic services for students Quill Writing: Help students advance from fragmented and run-on sentences to complex and well structured ones. Using the evidence-based strategy of sentence combining, students combine multiple ideas into a single sentence. They then receive instant feedback designed to help them improve their clarity and precision. **(5-Year Contract)** SRI: Scholastic Reading Inventory (SRI) Interactive is a computer-adaptive assessment designed to measure how well students read literature and expository texts of varying difficulties. This psychometrically valid assessment instrument can be used as a diagnostic tool to place students at the best level in the program so they can read with success. Includes professional development for teachers. **(5-Year Contract)** HMH Math Inventory: HMH Math Inventory is an adaptive, research-based assessment that reliably measures math ability and progress from Kindergarten to Algebra II in significantly less time than traditional assessments. Smart praise, based on mindset research, reinforces student knowledge and keeps confidence high throughout the assessment. Once complete, teachers are provided with data that have been transformed into actionable teaching strategies for each student. Proficiency levels dictate Statewide assessment trajectory. **(5-Year Contract)**	[$ 33,974]	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	[$21,950]	[Actual expenditures will be provided when available]

STEM 4 Real Training: STEM 4 Real is committed to providing quality STEM professional learning infused with principles of equity and social justice so that every student has access to a rigorous and joyful STEM education.		
Total Funds to implement the Strategies	[$ 272,671]	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

AIM HS is coordinating the use of the Expanded Learning Grant and other federal ESSER funds by budgeting across several categories to best meet the needs of the local staff, students and community. In 2021-22, the Expanded Learning Grant funds are primarily budgeted towards student support services such as tutoring; credit recovery services to accelerate progress towards closing the achievement gap, diagnostic assessments and progress monitoring; and paraprofessional staffing. In 2021-22, the ESSER funds are primarily budgeted towards additional student support staff, student materials as well facilities and janitorial services.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov.

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.

- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
    a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
    b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
    c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students’ social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

Coversheet

Illuminate and PowerSchool contracts

Section: III. Action Items
Item: F. Illuminate and PowerSchool contracts
Purpose: Vote
Submitted by:
Related Material: June 8_Illuminate-PowerSchool Cvr Ltr.pdf
AIMS Performance Matters Quote (1).pdf
Q-119211 V1 - American Indian Model School (1) (1).pdf
Quote_Document_Q-122945_V1__-_American_Indian (1).pdf
AIMS Unified Insights and Digital Document Delivery (1).pdf
June 8_Assesment & Data platform comparison.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Illuminate - PowerSchool contracts

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that we AIMS K-12 approve either Illuminate or PowerSchool platform for benchmark assessments and data storage platform.

Illuminate - DnA+ ELL report/eduClimber Platform - $29554

PowerSchool - Performance Matter and Hoonuit Platform - $45,934

Committee Approval: Finance Committee

Total Associated Cost: $29,554 -$ 45,934

Included in Budget? Yes

Funding Source: General Funds

Over/Under Budget?

N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2021-2022 LCAP

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-524873 - 1
Quote Expiration Date: 22-JUN-2021

Prepared By:	Max Lush	Customer Contact:	Marisol Magana
Customer Name:	American Indian Model Schools	Title:	Operations Director
Enrollment:	1,295	Address:	171 12th St #200
Contract Term:	36 Months	City:	Oakland
Start Date:	25-MAY-2021	State/Province:	California
End Date:	24-MAY-2024	Zip Code:	94607
		Phone #:	(510) 482-6000

Product Description	Quantity	Unit	Extended Price
Initial Term 25-MAY-2021 - 24-MAY-2022			
License and Subscription Fees			
PowerSchool Performance Matters Assessment Analytics Core+	1,295.00	Students	USD 7,446.25
3rd Party Item Bank Key Data Systems Inspect	1,295.00	Students	USD 2,913.75
3rd Party Item Bank Key Data Systems Add Quick Checks	1,295.00	Students	USD 1,554.00
	License and Subscription Totals:		**USD 11,914.00**
Professional Services and Setup Fees			
PowerSchool PM Assessment and Analytics Basic Deployment	1.00	Each	USD 9,000.00
PowerSchool PM Additional Data Measures Add-On	1.00	Each	USD 0.00
	Professional Services and Setup Fee Totals:		**USD 9,000.00**
Training Services			
PowerSchool Performance Matters Training Remote	2.50	Day	USD 3,750.00
	Training Services Total:		**USD 3,750.00**

Quote Total

Total Discount:	**USD 1,500.00**
Initial Term	**25-MAY-2021 - 24-MAY-2022**
Initial Term Total	**USD 24,664.00**

Annual Ongoing Fees as of 25-MAY-2022

PowerSchool Performance Matters Assessment Analytics Core+	1,295.00	Students	USD 7,446.25
3rd Party Item Bank Key Data Systems Inspect	1,295.00	Students	USD 2,913.75
3rd Party Item Bank Key Data Systems Add Quick Checks	1,295.00	Students	USD 1,554.00
	Annual Ongoing Fees Total:		**USD 11,914.00**

DRAFT

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End 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 sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/msa/



PowerSchool

Statement of Work

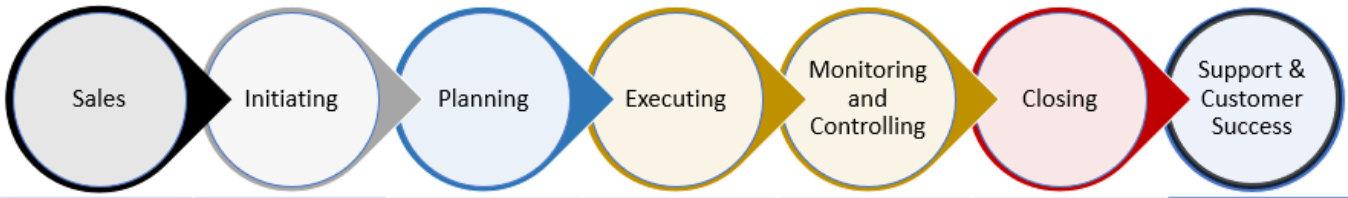
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Pre-Services	Project Begins	Project Management	Environment Setup	Training/Verification	Product Ready	Post-Services
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

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General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

Initiating

PowerSchool Responsibilities

- Send Welcome Email and Intake Survey
- Identify PowerSchool Project Team
    - Project Manager
    - Application Specialist(s)
    - Education Impact Consultant (EIC)
- Schedule Session One: Kickoff Meeting
- Provision and configure production environment

Customer Responsibilities

- Complete Intake Survey
- Identify Customer Project Team
    - **Primary Contact:** this individual is the primary point of contact between PowerSchool and customer for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
    - **Assessment & Curriculum Director:** this individual is a district-level administrator who is knowledgeable about curriculum and content; they will partner with PowerSchool to ensure that assessment and curriculum requirements are being met, and will provide insight into how Performance Matters can better meet those needs.
    - **Data Lead Specialist:** this individual is a data administrator, or anyone with administrative access to your SIS; they should also be familiar with exporting data files.
- Schedule Session One: Kickoff Meeting
- Identify assessment data measures that will be imported during implementation
- Identify methods for exporting and providing assessment data measures

Completion Criteria

This activity will be considered complete when:

- Intake Survey is completed
- Project Teams are identified
- Session One: Kickoff Meeting is scheduled

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

Planning

PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Provide best practice recommendations on roles, resources, and milestones
- Update the Project Plan to reflect anticipated implementation timeline and assigned resources
- Identify tentative dates for training
- Schedule regular project status update sessions

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Partner with PowerSchool resources to establish implementation timeline and business needs
- Partner with PowerSchool resources to establish tentative training dates
- Review provided PowerSchool documents post-Kickoff Meeting
- Manage business process change

Completion Criteria

This activity will be considered complete when:

- Session One: Kickoff Meeting is completed
- The Project Plan is revised and updated
- Authentication document is completed and delivered

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

Executing

During the Executing phase of the implementation project, PowerSchool will partner with the customer to configure and set up the solution, dictated by the package and services purchased:

Assessment & Analytics Basic Package | 10-Week Implementation

- Analytics (Baseball Card, Scoreboard, My Dashboard)
- Assessment (OLA, SIA)
- Comprehensive Data Imports
    - Core Files (student, teacher, course, schedule, school)
    - Grades, Attendance (daily and/or period), Discipline
- State assessment data imports (including up to three years of historical data)
- Integrations (as applicable)
    - PowerSchool SIS Gradebook Writeback
    - eSchoolPLUS Teacher Access Center Writeback
    - Schoology
    - Kickboard
- Interventions & Early Warning System (EWS)
- Staff & Student SSO (SAML)
- Training: 3 participants, 3 days

Throughout the implementation project, PowerSchool will schedule and conduct regularly recurring working sessions, roughly following the below guidelines.

Please note: this is a tentative outline of each project session, and is subject to change based on timeline requirements):

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

Session	Topics
Planning	
Session 1: Kickoff Meeting	
	Review Implementation Process, Deliverables, Expectations, Project Plan
	Capture answers to Discovery Questions
Executing	
Session 2: Core Data	
	Pull & Schedule Core Files (Student, Teacher, Course, Schedule, School)
	Pull & Schedule Grades, Attendance (daily and/or period), Discipline
	Review requirements and layouts for assessment files
Session 3: Assessment Data Review	
	Address outstanding questions related to core data imports
	Verify completion of core data import and signoff on each type
	Review color cuts for grades and assessment data requirements
	Review imported assessment data
Session 4: Settings and Permissions	
	Review imported assessment data and signoff on each assessment type
	Review and configure settings and permissions
Session 5: Student Login, Custom User Files	
	Review Student Login and Custom User files
	Review scanner setup (if applicable)
Session 6: Custom Filter, Student Portal	
	Discuss process for updating non-staff users
	Review Custom Filter File
	Review Student Portal
	Review and schedule training
Session 7: Early Warning System (EWS)	
	Review and configure EWS
	Confirm EWS configuration completed
Session 8: Project Review	
	Ensure any outstanding items are addressed
	Introduce project closure process and next steps
Monitoring	
Session 9: Admin Walkthrough	Review solution end-to-end
	Discuss next steps and roll-out plan
	Review and complete Confirmation of Deliverables document
Session 10: Transition to Support	
	Review methods for contacting Support
	Introduce next steps and complete implementation project

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

PowerSchool Responsibilities

Project Management

- Schedule and conduct regularly recurring remote working sessions
- Maintain project plan with updated assignments and due dates
- Provide status updates and meeting notes to all project team members
- Ensure timely completion of milestones and maintain adherence to project timeline
- Partner with customer to coordinate training and product rollout

System Configuration & Data Imports

- Provision production site and configure features and permissions
- Collaborate with customer to pull and schedule core data and grades, attendance, and discipline
- Collaborate with customer to import and validate assessment data using provided templates
- Collaborate with customer to ensure solution is configured appropriately

Consulting

- Offer consultative services adhering to best practices
- Partner with customer to coordinate training and product rollout

Customer Responsibilities

- Participate in regularly recurring remote working sessions
- Track completion of assigned tasks and determined due dates in project plan
- Ensure timely completion of deliverables and milestones while maintaining adherence to project timeline
- Collaborate with PowerSchool to pull and schedule core data and grades, attendance, and discipline
- Extract assessment data from existing system(s) and provide in the requested format through SFTP account
- Collaborate with PowerSchool to import and validate assessment data using provided templates
- Review and verify accuracy of imported data
- Collaborate with PowerSchool to ensure solution is configured appropriately
- Manage customer process change throughout the project
- Review and verify solution configuration throughout the duration of the project
- Provide signoff on specified milestones to confirm completion throughout project
- Collaborate with PowerSchool for consultation and best practices

Completion Criteria

This activity will be considered complete when:

- Core data has been pulled, scheduled, and verified
- Assessment data has been imported and validated
- Consultation services have been provided to ensure best practices and effective adoption

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PowerSchool

Performance Matters Assessment & Analytics

Basic Statement of Work

- Customer has provided signoff on project milestones

Monitoring

PowerSchool Responsibilities

- Provide guidance for standard user acceptance testing procedures
- Collaborate with customer to schedule purchased training session(s)
- Collaborate with customer for consultation and best practices

Customer Responsibilities

- Complete standard user acceptance testing procedures
- Collaborate with PowerSchool to schedule purchased training session(s)
- Collaborate with PowerSchool for consultation and best practices
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- Customer has completed standard user acceptance testing
- Customer has scheduled and coordinated training sessions(s)

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Review Support contact methods and understand that Support will the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document

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Client Order

Q-119211

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	3/11/2021	Customer:	American Indian Model School
Valid Through:	6/30/2021	Address:	171 12th St Oakland, California 94607-4900
Prepared By:	Alina Gonzalez		
		Contact:	Marisol Magana
Start Date:	7/1/2021	Phone:	5108938701
End Date:	6/30/2024		
Quote Term:	36		

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,302	DnA Software License Bundle	Assessment Software Licenses	$7725.00	$7,725.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
	»» Grading Software	Assessment Scanning and Scoring	Included	
1,302	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	$2.00	$2,604.00
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 1 Subtotal:	$11,054.00
			Year 1 Grand Total:	$11,054.00

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,302	DnA Software License Bundle	Assessment Software Licenses	$7956.75	$7,956.75
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
	»» Grading Software	Assessment Scanning and Scoring	Included	
1,302	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	$2.50	$3,255.00
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 2 Subtotal:	$11,936.75
			Year 2 Grand Total:	$11,936.75

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,302	DnA Software License Bundle	Assessment Software Licenses	$8195.45	$8,195.45
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
	»» Grading Software	Assessment Scanning and Scoring	Included	

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,302	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	$2.75	$3,580.50
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 3 Subtotal:	$12,500.95
			Year 3 Grand Total:	$12,500.95

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information"**); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

CLIENT: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Client Order

Q-122945

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	5/13/2021	Customer:	American Indian Model School
Valid Through:	6/12/2021	Address:	171 12th St Oakland, California 94607-4900
Prepared By:	Angela Turner		
		Contact:	Marisol Magana
Start Date:	6/1/2021	Phone:	5108938701
End Date:	6/30/2024		
Quote Term:	37		

Implementation Phase

Dates: 6/1/2021 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Virtual Training, eduCLIMBER	Synchronous learning sequence addressing selected eduCLIMBER content. Facilitated live by an Instructor across 2 3-hour sessions for up to 30 participants.	$1,500.00	$1,500.00
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	$0.00	$0.00
1,302	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$0.00	$0.00
1	Product Implementation: Level 1, eduCLIMBER	eduCLIMBER site setup and initial configuration. District size under 4,000 students.	$2,125.00	$2,125.00
1	»» Level 1 Onboarding, eduCLIMBER	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and eduCLIMBER system setup.	Included	
1	»» Level 1 Data Integration, eduCLIMBER	Extraction, import, and validation of required data for eduCLIMBER site setup.	Included	
1	»» System Management Workshop, eduCLIMBER	Half-day virtual Implementation training session on eduCLIMBER for System Administrators.	Included	
		Implementation Phase Subtotal:		$3,625.00
		Implementation Phase Grand Total:		$3,625.00

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
1,302	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$7,500.00	$7,500.00
		Year 1 Subtotal:		$7,875.00
		Year 1 Grand Total:		$7,875.00

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,302	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$7,500.00	$7,500.00
			Year 2 Subtotal:	$7,875.00
			Year 2 Grand Total:	$7,875.00

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
1,302	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$7,500.00	$7,500.00
			Year 3 Subtotal:	$7,875.00
			Year 3 Grand Total:	$7,875.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

illuminate education

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By:
Authorized Signature

Name:

Title:

Date:

CLIENT: American Indian Model School

By:
Authorized Signature

Name: Marisol Magana

Title:

Date:

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-528450 - 1
Quote Expiration Date: 25-JUN-2021

Prepared By:	Ryan Puorro	Customer Contact:	Marisol Magana
Customer Name:	American Indian Model Schools	Title:	Operations Director
Enrollment:	1,295	Address:	171 12th St #200
Contract Term:	36 Months	City:	Oakland
Start Date:	2-JUN-2021	State/Province:	California
End Date:	1-JUN-2024	Zip Code:	94607
		Phone #:	(510) 482-6000

Product Description	Quantity	Unit	Extended Price
Initial Term 2-JUN-2021 - 1-JUN-2022			
License and Subscription Fees			
Unified Insights Powered by Hoonuit Platform - Hosted	1,295.00	Students	USD 2,590.00
Hoonuit Student Essentials – Hosted	1,295.00	Students	USD 5,180.00
PowerPack: Digital Document Delivery	1,295.00	Students	USD 2,000.00
		License and Subscription Totals:	**USD 9,770.00**
Professional Services and Setup Fees			
Hoonuit Platform - PS SIS Hosted Deployment	1.00	Each	USD 2,000.00
Hoonuit Essentials - PS SIS Hosted Deployment Small District	1.00	Each	USD 6,700.00
PowerPack: Digital Document Delivery Implementation	1.00	Each	USD 1,000.00
		Professional Services and Setup Fee Totals:	**USD 9,700.00**
Training Services			
Hoonuit Training Remote	6.00	Hours	USD 1,800.00
		Training Services Total:	**USD 1,800.00**

Quote Total

Initial Term	**2-JUN-2021 - 1-JUN-2022**
Initial Term Total	**USD 21,270.00**

Annual Ongoing Fees as of 2-JUN-2022

Unified Insights Powered by Hoonuit Platform - Hosted	1,295.00	Students	USD 2,590.00
Hoonuit Student Essentials – Hosted	1,295.00	Students	USD 5,180.00
PowerPack: Digital Document Delivery	1,295.00	Students	USD 2,000.00
		Annual Ongoing Fees Total:	**USD 9,770.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End 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 confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement.
By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/msa/

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

POWERSCHOOL GROUP LLC	American Indian Model Schools
Signature:	Signature:
	
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 2-JUN-2021	Date:

PowerSchool

Statement of Work

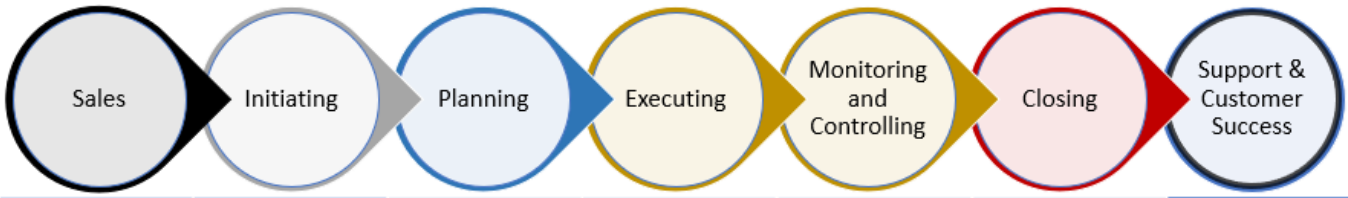
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Pre-Services	Project Begins	Project Management	Environment Setup	Training/Verification	Product Ready	Post-Services
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

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PowerSchool

Unified Insights Platform Deployment Statement of Work

PS SIS

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights by Hoonuit – Platform (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production, hosted in a PowerSchool cloud environment or accessible via a PowerSchool-managed VPN.

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of Platform in a PowerSchool cloud environment. Standard SaaS deployment will include:
  - Cloud environment provisioning
  - Platform application installation
  - PowerSchool AppSwitcher SSO implementation and configuration
  - Standard user roles inherited from PowerSchool SIS
  - PowerBI Configuration
  - SFTP folder setup for file exchange
- Integrated PD configuration: PD credentials will be entered into Hoonuit dashboard to enable access to PD content from within the Hoonuit platform.

Monitoring

- Perform final system QA

Released April 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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PowerSchool

Unified Insights Platform Deployment Statement of Work

PS SIS

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Validate access to Platform.
- Validate AppSwitcher SSO between Platform and PS SIS.
- Validate user roles inherited from PS SIS

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Released April 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to Release 20.6 of the PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

PowerSchool

Unified Insights Essentials Statement of Work

PS SIS – Small District

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights by Hoonuit – Essentials (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production.
- Deployment of the Unified Insights by Hoonuit – Platform product.

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Essentials – PS SIS Hosted environment:
    - Deployment of the following standard Hoonuit connectors:
        - PowerSchool SIS
        - Schoology (optional – will be deployed if Customer is using Schoology in production at the time of this SOW implementation project)
        - Note: This SOW includes deployment of the standard connectors only. Customizations are not included in this SOW.
    - Deployment of standard Essentials dashboard content.
        - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
    - Entities and data from source systems will be limited to Hoonuit application requirements. Data domains for this implementation will include up to the following:
        - Students; Schools; Basic Staff; Enrollment; Attendance; Assessment; Discipline; Courses; Curriculum, Period, and Final Marks; Student Schedules; Basic Special Education
        - Staff Online Activity; Student Online Activity; Tech Access (Optional – If Schoology connector is implemented)
- State & National Assessment data:
    - Identify state & national assessment import requirements for Customer at time of implementation and coordinate with PowerSchool operations team for delivery of signatures required to support the assessments. Assessment data must be based on

PowerSchool

Unified Insights Essentials Statement of Work

PS SIS – Small District

original assessment vendor formats. Standard state assessments and up to 3 national assessments will be supported for this SOW.
    - Educate Customer on use of standard Hoonuit assessment loader for loading state and national assessment data.
    - Educate Customer on use of ADQ tool for data validation.
    - Assist Customer with assessment file loading questions and perform data analysis and validation to assist Customer with confirmation of the data mapping and upload.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
    - Note: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.

Monitoring

- Perform final system QA
- User Training and Consultation:
    - Deliver standard instructor-led Essentials User Training
    - Deliver customized SME system roll-out and Adoption Consultation
    - Total hours included in this SOW for User Training and Adoption Consultation are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Use Assessment Loader tool for loading of state and national assessment data.
- Assist with validation of source system data and dashboard metrics.
- Participate in User training and consultation.
- Assist with final system QA and provide final system acceptance for go-live.

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Assessment & Data Platform K-12

Illuminate DnA & Educlimber and Powerschool
Performance Matter and Unified Insights

Needs

Data-driven decision-making:

- Collecting data, Analyzing data, Reporting data
- Using data for school improvement
- Communicating through data

Data help:

- Measure student progress
- Make sure students don't fall through the cracks
- Measure program effectiveness
- Assess instructional effectiveness
- Guide curriculum development
- Promote accountability
- Report to the community
- Meet state and federal reporting requirements
- Show trends

Elementary

-Use Illuminate per quarter to assess Benchmark Standards.

-Currently using spreadsheets to compare data.

Middle School and High School

-Want an item that can integrate with Schoology and PowerSchool

ELD

-Need a data platform to progress monitor ELs more efficiently and effectively. Track intervention.

-Need to monitor RFEP students for four years.

-Need data to be in one location and to be able to access data to reclassify.

-Need to store and track mandatory compliance forms.

Illuminate Platforms

Illuminate DnA is an education intelligence platform that provides teachers with a standards-aligned, easy-to-use assessment platform that includes robust reporting on a wide variety of qualitative and quantitative measures. DnA is the platform that has all of the assessments. You can proctor the assessment or build an assessment and release and get instant results.

eduCLIMBER is an interactive system that supports the whole child by combining assessment, social-emotional behavior (SEB), and attendance data into a single student profile view. From individual insights to district-level patterns, **eduCLIMBER** makes equitable support for every student a reality. EduCLIMBER is also where you can upload assessments - local, state, standardized and create a data wall for students.

PowerSchool Platforms

Performance Matters platform contains state assessment results and other data measures that your district leaders carefully chose. These measures provide you with multiple data points for use in guiding instructional decisions in your school or district. You can import state and other third party measures and you can create your own assessments from item banks. You can create reports from it as well, but the data will be more tabular in nature versus visual charts and graphs.

Unified Insights powered by Hoonuit is a tool that gives schools role-specific dashboards filled with visual and easy-to-understand data. Most importantly, it provides the ability to succinctly measure and monitor longitudinal data to showcase the growth your school has fostered. Provides insights to the community, powering accountability tracking, early warning and intervention, social and emotional learning reporting, and college and career readiness. Can also be used for additional support to collect data.

Assessment

Illuminate DnA - Student Assessment Data Management

PROs

- We have been using it for the last 3 years
- Some teachers are familiar with the Key Inspect Benchmark Assessments
- Customer Service

Cons

- More training is needed for middle school and high school.
- Need to retrain administrators how to use platform.
- 3 year commitment

PowerSchool - Performance Matters Assessment and Analytics

PROs

- Teacher Ease-of Use
- Can create assessments
- Integrates with Schoology

Cons

- Does not have Key Inspect Benchmark Assessments
- 2 months to implement
- Somewhat of a new program
- Concerned with customer service

Illuminate EduClimber

PROs

- Provides easy to see data dashboards (breakdown by category)
- Can create smart forms for compliance.
- Eliminate spreadsheets
- Can set criterias for RTI
- Look at overall effectiveness of Tier 1 instruction (data dashboard)
- Can set up windows of assessments
- Customer Service

Cons

- 3 year commitment
- Training needed for all staff: Administrator, teacher, IAs, etc.

PowerSchool - Unified Insights Hoonuit

PROs

- Has a very robust information - has some visuals that we find in Charter Vision
- Eliminate spreadsheets
- Any educator can see students data
- Teachers do not need to input data, can just look at data to drive instruction.
- Progress Monitoring
- Efficiently organize, store, and report ESSA, district, and state requirement metrics.

Cons

- 2 months to implement
- Somewhat of a new program
- Training needed for all staff

Price Quotes

Illuminate DnA/Educlimber

DnA - 3 yr contract			EduCLIMBER - 3 yr contract			**Total**
Year 1 + ELL report	$18,054		Implementation + year 1	$11,500		**$29,554**
Year 2	$11,936.75		Year 2	$7,875		**$19,811.75**
Year 3	$12,500.95		Year 3	$7,875		**$20,375.95**

Performance Matters/Unified Insights - Hoonuit Platform

Performance Matters			Hoonuit Platform			**Total**
License and Subscription Set up Fees Training	$11,914 $9,000 $3,750 Total: $24,664		License and Subscription Set up Fees Training	$9,770 $9,700 $1,800 Total: $21,270		**$45,934**
Ongoing Annual Fees	$11,914		Ongoing Annual Fees	$9,770		**$21,684**

Coversheet

PowerSchool Conference, Las Vegas - Operations Department

Section:	III. Action Items
Item:	G. PowerSchool Conference, Las Vegas - Operations Department
Purpose:	Vote
Submitted by:	
Related Material:	PowerSchool Cover Letter.pdf PowerSchool User Conference.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS Operations Department PowerSchool User Conference

Presented By: Marisol Magana

Staff Recommendation:

The PowerSchool User Conference is an event hosted for PowerSchool users from districts all over the United States. The conference boasts over 100 sessions for attendees to provide real-world experience and tools for PowerSchool users. By attending this training our team will gain a new level of knowledge and skill of the PowerSchool platform. The opportunity to gain this knowledge for software that plays such an important role in processing student data and supporting our families will undoubtedly allow our team to be even more efficient and operate with excellence.

Committee Approval: Finance Committee

Total Associated Cost: $6,836

Included in Budget? N/A

Funding Source: General Funds

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

AIMS Operations Department PowerSchool User Conference Proposal

The PowerSchool User Conference is an event hosted for PowerSchool users from districts all over the United States. The conference boasts over 100 sessions for attendees to provide real-world experience and tools for PowerSchool users. One of the unique features of this conference is its ability to provide training for a variety of team members amongst our staff. The PSUG will provide informative sessions for administrators, counselors, registrars, database administrators, and administrative assistants.

Specifically, our team plans to attend all-day training in the areas of mandated reporting, PowerScheduler, course management, attendance and attendance reports, transcripts, report cards, and other custom reports, creating SQL reports, data access codes and tags, Excel, GPA, honor roll, class rank, graduation planner, PowerTeacher Pro Gradebook training just to name a few. Our team will also have 1-1 sessions with professionals for additional support. By attending this training our team will gain a new level of knowledge and skill of the PowerSchool platform. The opportunity to gain this knowledge for software that plays such an important role in processing student data and supporting our families will undoubtedly allow our team to be even more efficient and operate with excellence.

The conference is 5-day-training. Breakfast and lunch are provided. Four members of our team will attend the out-of-state conference. Below is a close estimate of costs:

Conference Registration	$599 x 4	$2,396
Flight	$250 x 4	$1,000
Hotel	$400 x 4	$1,600
Ground Transportation	$60 x 4	$240
Food	$300 x 4	$1,200
Contingency		$400
	Estimated Cost	**$6,836**

Conference Details
2021 National PSUG Event - WEST
July 25-29, 2021
LINQ Hotel & Caesars Forum Convention Center
Las Vegas, NV

AIMS Attendees
Marisol Magana, Operations Director
Tiffany Tung, Operations Manager
Laila Ahmad, Administrative Assistant
Mayra Contreras, Administrative Assistant/Registrar

Coversheet

PowerSchool Conference, Las Vegas - AIMS Heads of School

Section:	III. Action Items
Item:	H. PowerSchool Conference, Las Vegas - AIMS Heads of School
Purpose:	Vote
Submitted by:	
Related Material:	June_PowerSchool Cover Letter Heads of School Coverletter.pdf June 6_AIMS MS PowerSchool User Conference Proposal.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS MS Powerschoool User Conference

Presented By: Riffat Akram

Staff Recommendation:

The PowerSchool User Conference is an event hosted for PowerSchool users from districts all over the United States. The conference boasts over 100 sessions for attendees to provide real-world experience and tools for PowerSchool users. One of the unique features of this conference is its ability to provide training for a variety of team members amongst our staff. The PSUG will provide informative sessions for administrators, counselors, registrars, database administrators, and administrative assistants.
Specifically, our team plans to attend all-day training in the areas of mandated reporting, PowerScheduler, course management, attendance and attendance reports, transcripts, report

Committee Approval: Finance Committee

Total Associated Cost: $5,836

Included in Budget? N/A

Funding Source: General Funds

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

AIMS MS PowerSchool User Conference Proposal

The PowerSchool User Conference is an event hosted for PowerSchool users from districts all over the United States. The conference boasts over 100 sessions for attendees to provide real-world experience and tools for PowerSchool users. One of the unique features of this conference is its ability to provide training for a variety of team members amongst our staff. The PSUG will provide informative sessions for administrators, counselors, registrars, database administrators, and administrative assistants.
Specifically, our team plans to attend all-day training in the areas of mandated reporting, PowerScheduler, course management, attendance and attendance reports, transcripts, report cards, and other custom reports, creating SQL reports, data access codes and tags, Excel, GPA, honor roll, class rank, promotion & retention planner, PowerTeacher Pro Gradebook training just to name a few. Our team will also have 1-1 sessions with professionals for additional support. By attending this training our team will gain a new level of knowledge and skill of the PowerSchool platform. The opportunity to gain this knowledge for software that plays such an important role in processing student data and supporting our families will undoubtedly allow our team to be even more efficient and operate with excellence.

The conference is 5 day-training. Breakfast and lunch are provided. Four members of our team will a**ttend the out-of-state conference.**

Below is a close estimate of costs:

- **Conference Registration $599 x 4**
- **Hotel $250 x 4**
- **Flight $250 x 4**
- **Ground Transportation $60 x 4**
- **Food $300 x 4**
- **Contingency $400**
- **Total $1459(4) = $5,836**

Conference Details:
2021 National PSUG Event - WEST
July 25-29, 2021
LINQ Hotel & Caesars Forum Convention Center
Las Vegas, NV

AIMS MS Attendees:
Natalie Glass & Riffat Akram, Heads of Division
Rebecca Spencer- Teacher
Administrative Assistant, TBD