



# AIMS K-12 College Prep Charter District

## AIMS Board of Directors Meeting

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### Date and Time

Tuesday June 15, 2021 at 6:30 PM PDT

### Location

Join Zoom Meeting

<https://us02web.zoom.us/j/89134349814?pwd=c0ptRE5nazlMQmtMSEg3QzhnWWdJUT09>

Meeting ID: 891 3434 9814

Passcode: 732616

One tap mobile

+16699006833,,89134349814#,,,,\*732616# US (San Jose)

+12532158782,,89134349814#,,,,\*732616# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

Meeting ID: 891 3434 9814

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Find your local number: <https://us02web.zoom.us/j/89134349814?pwd=c0ptRE5nazlMQmtMSEg3QzhnWWdJUT09>

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Meeting ID: 891 3434 9814

Passcode: 732616

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
Opening Items			
<b>A. Call the Meeting to Order</b>		Chris Edington	1 m
Board President will call the June 15, 2021 Board of Directors meeting to order.			
<b>B. Record Attendance and Guests</b>	Vote	Corey Hollis	2 m
Corey Hollis will record attendance of Board Directors and introduce any guest present at the June 15, 2021 AIMS Board of Directors Meeting.			
<b>C. Adoption of Agenda</b>	Vote	Chris Edington	2 m
AIMS Board Directors will adopt the June 15, 2021 AIMS Board of Directors Agenda.			
<b>D. Approval of The May 18, 2021 AIMS Board of Directors Meeting Minutes</b>	Approve Minutes	Corey Hollis	1 m
AIMS Board Directors will consider approval of the May 18, 2021 Board of Directors Meeting Minutes.			
<b>E. Public Comment on Agenda Items</b>			10 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors			

	Purpose	Presenter	Time
<p>will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</b></p>			

<b>F. Public Comment on Non-Agenda Items</b>			10 m
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Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board 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 thirty (30) minutes (10 minutes per section).**

<b>II. Non-Action Items</b>			<b>6:56 PM</b>
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<b>A. President's Report</b>	FYI	Chris Edington	5 m
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<b>B. Superintendent's Report</b>	FYI	Superintendent Woods-Cadiz	5 m
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<b>C. AIMS K-12 Report</b>	FYI	Heads of Schools and Division Heads	15 m
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Heads of School

- Mr. Christopher Ahmad - Elementary School
- Ms. Natalie Glass and Riffat Akram - Middle School
- Mr. Maurice Williams - High School

<b>D. English Language Development (ELD) Report</b>	FYI	Vannee Chand	5 m
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<b>E. Education Coordinator, College Bound Kids Report</b>	FYI	Matthew Gordan	5 m
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<b>F. Operations Report</b>	FYI	Operations	10 m
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- Ms. Marisol Magana: Data, Accountability, and Operations Director.
- Ms. Tiffany Tung: Data, Accountability, and Operations Manager.

<b>G. D&amp;A Communications Presentation</b>	FYI	Ariella Flatt	7 m
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	Purpose	Presenter	Time
D&A Communication will report on the findings and provide strategies for AIMS marketing improvement.			

**III. Action Items 7:48 PM**

<b>A.</b> Consent Calendar	Vote	Chris Edington	2 m
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1. AIMS Board of Directors will consider approving Consent Calendar items:
1. Oakland Enrolls Memorandum of Understanding (MOU)
  2. BACR After School Agreement for AIMS MS and AIPCS II
  3. Expanded Learning Opportunity Plan - Update (AIMS HS, AIMS MS and AIPCS II)
  4. Illuminate and PowerSchool contracts
  5. PowerSchool Conference, Las Vegas - Operations Department
  6. PowerSchool Conference, Las Vegas - AIMS Heads of School

<b>B.</b> Board Authorization for the AIMS President and Superintendent to sign the Ballot in favor of the formation of the Oakland Chinatown Benefit Business Improvement District 2021	Vote	Aliza Gallo	5 m
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AIMS Board of Directors will consider approving the authorization of the AIMS President and Superintendent to sign the Ballot in favor of the formation of the Oakland Chinatown Benefit Business Improvement District 2021 for an annual cost of \$4,500.00

<b>C.</b> 2021-2022 Adoption Budget	Vote	Katema Ballentine	3 m
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<b>D.</b> Education Protection Account	Vote	Katema Ballentine	3 m
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<b>E.</b> 2021 - 2022 Protected Prayer Resolution for AIPCS, AIPCS II, and AIPHS	Vote	Katema Ballentine	3 m
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The Board of Directors will consider the approval of the 2021 - 2022 Protected Prayer Resolution for AIPCS, AIPCS II, and AIPHS.

<b>F.</b> AIPCS II 2021 - 2022 LCAP Template & AIPCS II Annual LCAP Update Template	Vote	Christopher Ahmad	3 m
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The Board of Directors will consider the approval of the AIPCS II 2021 - 2022 LCAP Template & AIPCS II Annual LCAP Update Template in the amount of \$7,978,384

<b>G.</b> AIMS MS LCAP 2021 - 2022 and 2019 - 2020 LCAP and 2020 - 2021 LCAP Update	Vote	Riffat Akram	3 m
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	Purpose	Presenter	Time
The Board of Directors will consider the approval of the AIMS MS LCAP 2021 - 2022 and 2019 - 2020 LCAP and 2020 - 2021 LCAP Update in the amount of \$3,121,938			
<b>H.</b>	AIMS HS LCAP 2021-2022 and 2019-2020 LCAP and 2020-2021 LCAP Update	Vote	Maurice Williams 5 m
The Board of Directors will consider the approval of the AIMS HS LCAP 2021-2022 and 2019-2020 LCAP and 2020-2021 LCAP Update in the amount of \$5,927,587.			
<b>I.</b>	AIMS HS 2021-22 School Plan For Student Achievement	Vote	Maurice Williams 3 m
The Board of Directors will consider the approval of the AIMS HS 2021 - 22 School Plan for Student Achievement in the amount of \$135,686.00			

**IV. Closed Session 8:18 PM**

<b>A.</b>	Public Comment on Closed Session Items	FYI	10 m
Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <b><u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u></b>			
<b>B.</b>	Recess to Closed Session	Discuss	15 m
Closed Session Items:			
<ul style="list-style-type: none"> <li>1. Conference with Real Property Negotiations (Gov. Code Section 54956.9)</li> <li>2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)</li> <li>3. Employee Matters</li> </ul>			
<b>C.</b>	Reconvene from Closed Session	Vote	2 m
Roll Call			
<b>D.</b>	Report from Closed Session	FYI	3 m
- Board President, Mr. Chris Edington			

	Purpose	Presenter	Time
<b>V. Closing Items</b>			<b>8:48 PM</b>
<b>A. Adjourn Meeting</b>	FYI		
<b>B. NOTICES</b>	FYI	Corey Hollis	1 m

**The next regular meeting of the Board of Directors is scheduled to be held on August 17, 2021, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.**

**I, Corey Hollis, hereby certify that I posted this agenda on the AIMS website at [www.aimsk12.org](http://www.aimsk12.org), on June 12, 2021, at 6:25 PM.**

**Certification of Posting**

# Coversheet

## Approval of The May 18, 2021 AIMS Board of Directors Meeting Minutes

**Section:** I. Opening Items  
**Item:** D. Approval of The May 18, 2021 AIMS Board of Directors Meeting  
Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for AIMS Monthly Board Meeting on May 18, 2021

APPROVED



## AIMS K-12 College Prep Charter District

### Minutes

#### AIMS Monthly Board Meeting

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#### Date and Time

Tuesday May 18, 2021 at 6:30 PM

#### Location

Teleconference Zoom Meeting

Meeting ID: 983 3606 7201

Passcode: 890008

One tap mobile

+16699009128,,98336067201# US (San Jose)

+13462487799,,98336067201# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 983 3606 7201

Find your local number: <https://zoom.us/j/98336067201>

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Join Zoom Meeting: <https://zoom.us/j/98336067201?pwd=MmxNWVhiWHhvTU50aGJWaFdGelQ0UT09>

Meeting I.D: 983 3606 7201

Passcode: 890008

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#### **Directors Present**

A. Abuyen (remote), C. Edington (remote), D. Lang (remote), S. Leung (remote), T. Cook (remote)

#### **Directors Absent**

*None*

#### **Directors who arrived after the meeting opened**

D. Lang

#### **Ex Officio Members Present**

C. Hollis (remote)

#### **Non Voting Members Present**

C. Hollis (remote)

#### **Guests Present**

C. Ahmad (remote), Christina Jordan (remote), D. Moghadam (remote), K. Ballentine (remote), M. Gordan (remote), M. Magana (remote), M. Williams (remote), M. Woods-Cadiz (remote), Riffat Akram (remote), Susan Lefkowitz (remote), T. Tung (remote), V. Chand (remote), Z. Lopez (remote)

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### **I. Opening Items**

#### **A. Call the Meeting to Order**

C. Edington called a meeting of the board of directors of AIMS K-12 College Prep Charter District to order on Tuesday May 18, 2021 at 6:09 PM.

#### **B. Record Attendance and Guests**

#### **C. Adoption of Agenda**

C. Edington made a motion to adopt the May 18, 2021 Agenda as presented.

A. Abuyen seconded the motion.

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

**D. Approval of The April 20, 2021 AIMS Monthly Board Meeting Minutes**

C. Edington made a motion to approve the minutes from AIMS Monthly Board Meeting on 04-20-21.

A. Abuyen seconded the motion.

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

**Roll Call**

D. Lang Absent

S. Leung Aye

C. Edington Aye

T. Cook Aye

A. Abuyen Aye

**E. Approval of The January 26, 2021 AIMS Monthly Board Meeting Minutes**

C. Edington made a motion to approve the minutes from AIMS Monthly Board Meeting on 01-26-21.

A. Abuyen seconded the motion.

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

**Roll Call**

T. Cook Aye

S. Leung Aye

A. Abuyen Aye

D. Lang Absent

C. Edington Aye

**F. Approval of The November 30, 2020 AIMS Special Board Meeting Minutes**

C. Edington made a motion to approve the minutes from AIMS Special Board Meeting on 11-30-20.

A. Abuyen seconded the motion.

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

**Roll Call**

D. Lang Absent

S. Leung Aye

A. Abuyen Aye

T. Cook Aye

C. Edington Aye

**G. Approval of The October 20, 2020 AIMS Monthly Board Meeting Minutes**

C. Edington made a motion to approve the minutes from AIMS Monthly Board Meeting on 10-20-20.

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

**Roll Call**

S. Leung Aye  
C. Edington Aye  
D. Lang Absent  
T. Cook Aye  
A. Abuyen Aye

**H. Approval of The September 29, 2020 AIMS Special Board Meeting Minutes**

C. Edington made a motion to approve the minutes from Special AIMS Board Meeting on 09-29-20.

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

**Roll Call**

S. Leung Aye  
T. Cook Aye  
C. Edington Aye  
A. Abuyen Aye  
D. Lang Absent

**I. Approval of The September 14, 2020 AIMS Special Board Meeting Minutes**

C. Edington made a motion to approve the minutes from Special Board Meeting on 09-14-20.

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

**Roll Call**

T. Cook Aye  
C. Edington Aye  
S. Leung Aye  
D. Lang Absent  
A. Abuyen Aye

**J. Approval of The August 27, 2020 AIMS Special Board Meeting Minutes**

C. Edington made a motion to approve the minutes from Special Board Meeting on 08-27-20.

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

**Roll Call**

A. Abuyen Aye  
C. Edington Aye  
D. Lang Absent

**Roll Call**

T. Cook Aye  
S. Leung Aye

**K. Approval of The August 18, 2020 AIMS Monthly Board Meeting Minutes**

C. Edington made a motion to approve the minutes from AIMS Monthly Board Meeting on 08-18-20.

A. Abuyen seconded the motion.

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

**Roll Call**

S. Leung Aye  
T. Cook Aye  
C. Edington Aye  
D. Lang Absent  
A. Abuyen Aye

**L. Public Comment on Agenda Items**

No public comment on Agenda items.

**M. Public Comment on Non-Agenda Items**

No public comment on Non-agenda items.

**II. Non-Action Items**

**A. President's Report**

President Edington presented the President's Report.

- Attended the May 15, 2021 AIMS Unity Against Hate March.
- Director Toni Cook mention the House of Representatives and the Senate passed COVID - 19 Hate Crimes Act sponsored by Senator Mazie K. Hirono on April 22, 2021.

**B. Superintendent's Report**

Superintendent Maya Woods-Cadiz presented the Superintendent's Report.

- Click link to view: [May 18 2021 Superintendent Monthly Board Report.pdf](#)
- Review of Assembly Bill 1316.
- AB 1316 could force high-performing charter public schools to close by tripling fees and forcing severe budget cuts even in the midst of a state budget surplus.

- AB 1316 re-opens settled issues related to the governance, contracting, and oversight practices of charter public schools even before we know how effective the 2019 reforms have been.
- Low points of AB 1316 on classroom impacts:
  - Eliminates multi-track calendar.
  - Increases audit requirements, procedures, and schedules.
  - Applies minimum daily instructional minutes.
  - Requires use of school district financial reporting (SACS Accounting)
  - All teachers must be employees.
  - Vendor limitations - including credentialing
  - Increases supervisorial oversight fees.
  - Enrichment activities must be in charter to count as instructional minutes.
  - Applies the public contracts code - ex. Bidding requirements to charters.
- AB 1316 is still in the assembly.
- Director Toni Cook request AB 1316 be on the Governance Committee agenda on June 1, 2021 for discussion and actions to take on the bill.

### C. AIMS K-12 Report

Christopher Ahmad and Riffat Akram presented the AIPCS II Site Report.

- Click link to view: [May 18, 2021\\_AIPCS II Site Visit.pdf](#)
- Christopher Ahmad presented AIPCS II Site Report for the AIMS Elementary School.
  - Instructional priorities
    - Replicating in-person learning schedule.
    - Social emotional learning (SEL) and training.
    - Online math and English Language Arts programs.
    - Using online versions of core curriculum.
  - Support for most vulnerable students
    - The option of onsite testing to assess students for SPED.
    - Weekly Saturday Schools to make up for any potential learning loss.
    - Extra intervention staff.
    - Opening BACR pods for students with nobody to watch them at home during virtual learning.
  - Teachers assess students through:
    - Illuminate Benchmarks every 6 weeks.
    - SRI reading tests to determine Lexile levels.
    - One on one reading inventory assessments.
  - Problems and plans with re-opening:
    - Space - Purchased individual desks vs. communal desks
    - Sanitizing - Rooms and areas are disinfected each day and multiple times throughout the day.

- Teachers not wanting to return back to work - Hired an additional aide to be there in person while the teacher remained virtual.
- Riffat Akram presented the AIPCS II Site Report for the AIMS Middle School.
  - Instructional priorities
    - Maintaining the integrity of the instructional minutes.
    - Ensuring students had the required material (chromebooks, textbooks art supplies, musical instruments etc.)
    - Instructional aides to support struggling students.
  - Support for most vulnerable students.
    - Continued support for SPED Students.
    - Opening BACR pods for students that needed adult supervision.
    - Weekly academic Saturday School for student with low benchmark scores.
    - SEL focused virtual assemblies.
  - Teachers assess students through:
    - Enhanced assessments and evaluations by adding additional online platforms.
    - Weekly diagnostic/progress monitoring assessments on ALEKS for Math & ELA to target students individual learning needs that are addressed in classroom instruction, after school tutoring and Saturday school the following week.
  - Problems and plans with re-opening:
    - Limiting student to student contact.
    - Student/staff safety - Classrooms and shared spaces are disinfected throughout the day.
    - Teachers deciding not to return to work - Hired long term substitutes.

Maurice Williams presented the AIMS High School Report.

- Click link to view: [May 18, 2021\\_High School Board Report May.pdf](#)
- May 1, 2021 induction first AIMS HS Students into the Honors Society:
  - Christopher Wali
  - Faben Tesfazion
  - Samatha Li
  - Calvin Duong
  - Annie Chiu
- AIMS HS will be recognized by FIA for African American and Latino A-G Rates on May 25, 2021.
- Boys and Girls Soccer season officially started.
  - Boys team record 1 - 1
  - Girls team record 0 - 2
- Senior Letterman Jackets arrived.
- AP Exams Begin Wednesday May 19, 2021 at 9:00 am
- AIMS HS College Signing day draft Saturday June 5, 2021 at 4:00 pm

- AIMS Athletics Sports Banquet Friday June 11, 2021 at 5:00 pm
- AIMS HS Senior Recognition Day Saturday June 12, 2021
- AIMS HS Senior Graduation Thursday June 17, 2021 at 3:00 pm.
- HS Challenges and concerns
  - Hiring an Academic Dean.
  - Hiring Upperclassman Student Tutor (8).
  - Vacancies: AP Spanish, SPED, Math, AP Chemistry/AP Physics.
  - Hiring Academic Counselor.
  - Advisory Class and Study periods.
  - New AP Textbooks.

#### **D. English Language Development (ELD) Report**

Vannee Chand presented the English Language Development (ELD) Report.

- Click link to view: [May 18, 2021\\_ELD Board Report.pdf](#)
- Summative ELPAC - Remote testing and on campus approximately 85% complete.
  - AIPCS I - 72
  - AIPCS II - 223
  - AIPHS - 79
- ELD planning for 2021 - 2022
  - Met with each head of school to revise ELD Program.

#### **E. Education Coordinator, College Bound Kids Report**

Matthew Gordan presented the College Bound Kids (CBK) Report.

- Click link to view: [May 18, 2021\\_CBK Board Report.pdf](#)
- College acceptances increased.
- 26 Seniors received an Oakland Promise scholarship totaling \$110,000.00
- 3 Seniors receive Oakland's Black Excellence Grant totaling \$1,500.00
- Other scholarships AIMS students received:
  - Triple Impact Scholarship
  - Delta Sigma Theta Scholarship
  - Posse Scholarship
- 75 Seniors confirmed their enrollment to a college.
  - 5 of the 6 community college enrollees received a combined 15 UC acceptances and 13 CSU acceptances.

#### **F. Operations Report**

Marisol Magaña and Tiffany Tung presented the Operations Report.

- Click link to view: [May 18, 2021\\_Operation's Board Report .pdf](#)
- Submitted school surveys for school reopening status.
- Finalizing Office of Charter for an in lieu agreement for Lakeview Campus.
- Started in-person meal distribution.

- 5-day meal kits will continue on Mondays for distance learners.
- 2nd Wellness meeting will be held in May and 3rd in June.
- Attendance results for May 1 - 14, 2021
  - Elementary 96.77%
  - Middle 95.33%
  - High School 95.71%

## G. Finance Report

Karen Peters presented the Finance Report.

- Click links below to view:
  - [May 18, 2021\\_American Indian Model Schools\\_FY2021\\_04292021 \(2\).pptx](#)
  - [May 18, 2021\\_AIMS HS A to B \(1\).xlsx](#)
  - [May 18, 2021\\_AIMS II A to B.xlsx](#)
  - [May 18, 2021\\_AIMS MS A to B.xlsx](#)
  - [May 18, 2021\\_Fiscal Narrative for comparisons.docx](#)
- Christina Jordan is a the new hire for the finance department at AIMS Central Office.
- Year to date (YTD) through April 30, 2021 are \$13,474,582.00 or 62.5% of the budget revenue.
- YTD expenses through April 30, 2021 are \$15,530,169.00 or 79.9% of the budget expenses.
- YTD net income is \$2,055,587. 2nd interim projected a net income of \$1,813,876.00
- As of April 30, 2021 total cash of \$5,296,877, short-term liabilities of \$635,912, and long-term liabilities of \$10,994,477.
- Upcoming Deadlines:
  - June 1, 2021: IPI Certification due.
  - June 1, 2021: ELO Expenditure plan due.
  - June 15, 2021: Charter school information survey due to CDE.
  - June 30, 2021: LCAP/Federal addendum due.
  - June 30, 2021: Budget due.
  - June 30, 2021: ConApp due - has been delayed, expected deadline July 15, 2021.
- Current calculation of AIMS Loan Covenant
  - Net Operating Income: \$1,786,224.00
  - Current Portion of Loan \$210,504.00
  - Interest to be paid next 12 months \$300,000.00
  - 12 month principle and interest \$510,504.00
  - Ratio 3.50

## III. Action Items

### A.



## Consent Calendar

Director Edington presented item III.A. Consent Calendar.

- Click links below to view:
  - [1.a\\_AIMS School Calendar for 2021 - 2022.pdf](#)
  - [1.b\\_Revisions to Food Service Clerk Job Description.pdf](#)
  - [1.c\\_2021 - 2022 Directors and Officers Insurance Renewal.pdf](#)
  - [1.d\\_AIMS K-12 2019 - 2020 Taxes.pdf](#)
  - [1.e\\_ELO Grant Plan for AIPCS II.pdf](#)
  - [1.f\\_ELO Grant Plan for AIMS MS.pdf](#)
  - [1.g\\_ELO Grant Plan for AIPHS.pdf](#)
  - [1.h\\_SPSA AIPCS II.pdf](#)
  - [1.i\\_SPSA\\_AIMS MS.pdf](#)
  - [1.j\\_RingCentral Contract 24 Month Agreement.pdf](#)
  - [1.k\\_AT&T Internet Contract\\_.pdf](#)
  - [1.l\\_Lunch Masters Addendum Contract 2021 - 2022.pdf](#)
  - [1.m\\_3 Day Blinds Solar Shades Quote.pdf](#)

C. Edington made a motion to Approve item III.A Consent Calendar as presented.

S. Leung seconded the motion.

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

### Roll Call

T. Cook Aye  
S. Leung Aye  
D. Lang Absent  
A. Abuyen Aye  
C. Edington Aye

## B. AIMS High School Lunch Tables

Maurice Williams presented item III.B. AIMS High School Lunch Tables.

- Click link to view: [III.B\\_AIMS High School Lunch Tables.pdf](#)

C. Edington made a motion to approve item III.B. AIMS High School Lunch Tables as presented.

A. Abuyen seconded the motion.

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

### Roll Call

C. Edington Aye  
S. Leung Aye  
A. Abuyen Aye  
T. Cook Aye  
D. Lang Absent

## C.

### 3rd Floor Bathroom Renovations Update

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

- Click link to view: [III.C\\_3rd Floor Bathroom Renovations Update.pdf](#)
- Will need to table until an adequate funding source and timeline is provided.

T. Cook made a motion to table item III.C. 3rd Floor Bathroom Renovations Update.

A. Abuyen seconded the motion.

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

#### Roll Call

C. Edington Aye  
S. Leung Aye  
D. Lang Absent  
A. Abuyen Aye  
T. Cook Aye

### IV. Closed Session

#### A. Public Comment on Closed Session Items

No public comment on closed session items.

#### B. Recess to Closed Session

Recess to closed session at 8:04 pm.

D. Lang arrived at 8:16 PM.

#### C. Reconvene from Closed Session

#### D. Report from Closed Session

Nothing to report.

### V. Closing Items

#### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:06 PM.

Respectfully Submitted,  
C. Edington

#### B. NOTICES

# Coversheet

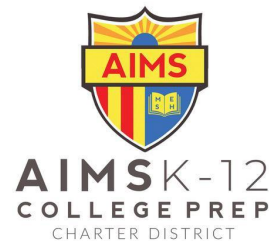
## Superintendent's Report

**Section:** II. Non-Action Items  
**Item:** B. Superintendent's Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Superintendent Monthly Board Report\_June 2021 (3).pdf

# Superintendent's Board Report

## Reporting Period June 2021

Superintendent Maya Woods-Cadiz, AIMS K-12 College Prep Charter District



# Board Update of Budgetary Matters- May Revise

This is an update of Governor Newsom's May revised budget.

# May Revision

## 2021-22



Gavin Newsom, Governor  
State of California

# K-12 Funding

Under Proposition 98, the significant increase in state's revenues results in Proposition 98 funding of \$93.7 billion—nearly \$14,000 per pupil. This is a significant increase over the record level estimated in January. In addition, earlier this year the federal government allocated K-12 schools approximately \$15 billion and the California Community Colleges \$2.3 billion. In addition, the State Appropriations Limit will result in a supplemental payment to schools of approximately \$8 billion, which is scheduled to be allocated in 2022-23. This payment will assist districts over the next several years as one-time federal funds expire.

# California For All Kids Plan

The May Revision re-envisioned the K-12 public education through the California for All Kids Plan—a five-year investment strategy that addresses equity gaps by:

- Offering year-round access to enrichment and extended-day supplemental education programs in low-income communities;
- Improving teacher preparation and training;
- Increasing staff, including counselors, social workers and nurses; and
- Increasing access to school-based nutrition.

The plan also proposes beginning universal access to transitional Kindergarten starting in 2022-23 and fully implemented by 2024-25. With more children entering the K-12 school system, more preschool and childcare slots will become available to serve the 0-3-year-old population. The May Revision also proposes to fund 100,000 new childcare slots to further support working parents.

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# Proposition 98

Proposition 98 is a voter-approved constitutional amendment that guarantees minimum funding levels for K-12 schools and community colleges (collectively referred to as K-14 schools).

the State Appropriations Limit in 2020-21 and 2021-22 creates a Constitutional obligation for the state to make a one-time payment to K-14 schools, supplemental to the Proposition 98 Guarantee funding level, and allocated based on K-12 average daily attendance and full-time equivalent community college students. While this payment amount will not be finalized until the adoption of the 2023-24 budget, the Administration currently anticipates that it will total approximately \$8.1 billion, and will be provided to K-14 schools in the 2022-23 fiscal year.

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# Proposition 98 Supplemental Plan

The 2020 Budget Act created a multi-year obligation to increase Proposition 98 funding by \$12.4 billion, after estimates showed the Proposition 98 funding levels in 2019-20 and 2020-21 would drop below the target funding level (Test 2), by this amount. The Governor's Budget included the first of these supplemental payments (\$2.3 billion), even though estimates at that time showed 2019-20 and 2020-21 declines below Test 2 of only \$511 million. The Administration now estimates that the Proposition 98 funding levels in 2019-20 and 2020-21 will be \$9.3 billion greater than the Test 2 amount. Given this significant increase in funding, the May Revision proposes eliminating the supplemental payment proposed in the Governor's Budget.

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# Proposition 98 Rainy Day Fund

The Governor's Budget projected a total of \$3 billion in payments to the Public School System Stabilization Account would be necessary between 2020-21 and 2021-22. Increases in capital gains revenues at May Revision have increased these required payments to a total of \$4.6 billion. Under current law, there is a cap of 10 percent on school district reserves in fiscal years immediately succeeding those in which the balance in the Account is equal to or greater than 3 percent of the total K-12 share of the Proposition 98 Guarantee. The balance of \$4.6 billion in 2021-22 triggers school district reserve caps beginning in 2022-23.

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# Local Control Funding Formula-LCFF

The Governor's Budget included a compounded LCFF cost-of-living adjustment of 3.84 percent, representing a 2020-21 cost-of-living adjustment of 2.31 percent and a 2021-22 cost-of-living adjustment of 1.5 percent. At May Revision, the 2021-22 cost-of-living adjustment is updated to 1.7 percent, for a new compounded LCFF cost-of-living adjustment of 4.05 percent. Additionally, to help local educational agencies address ongoing fiscal pressures, the May Revision includes \$520 million Proposition 98 General Fund to provide a 1 percent increase in LCFF base funding. This discretionary increase, when combined with the compounded cost-of-living adjustment, results in growth in the LCFF of 5.07 percent over 2020-21 levels.

# Deferrals

Recession-driven revenue reductions anticipated at the 2020 Budget Act drove the need to defer LCFF apportionments, in the amounts of \$1.9 billion in 2019-20, growing to more than \$11 billion in 2020-21. The Governor's Budget proposed paying off the full K-12 deferral in 2019-20 and \$7.3 billion of the K-12 deferral in 2020-21, leaving an ongoing K-12 deferral balance of \$3.7 billion in 2021-22. The May Revision further reduces this by \$1.1 billion, for a proposed 2021-22 K-12 deferral balance of \$2.6 billion.

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# School Reopening

The May Revision assumes a return to full-time in-person instruction for the 2021-22 school year. Consistent with all school years prior to 2020-21, this mode of instruction will be the default for all students and schools, and generally one of only two ways in which local educational agencies can earn state apportionment funding in 2021-22. To ensure safety and build trust, the May Revision proposes \$2 billion one-time Proposition 98 General Fund to fund health and safety activities, including testing and vaccine initiatives, enhanced cleaning, personal protective equipment, and improved ventilation. These funds will supplement the \$2 billion appropriated by Chapter 10, Statutes of 2021 (AB 86) to schools that were open for in-person instruction by April 2021.

# Independent Study Option

Notwithstanding these measures, some parents may still be hesitant to send their children back to school for in-person instruction. To give families a high-quality option for non-classroom based instruction, and to provide local educational agencies with an option to generate state funding by serving students outside the classroom in response to parent requests, the May Revision proposes a series of improvements to the state's existing independent study programs. Specifically, local educational agencies will provide non-classroom based instruction using the existing traditional and course-based independent study models, but will have additional requirements to: (1) provide access to technology, internet connectivity, and a dedicated and rigorous curriculum; (2) develop and implement a framework of tiered re-engagement strategies for students not meaningfully participating in instruction; and (3) track and record daily student participation and interaction with teachers.

# Expanded Learning Time

The May Revision reflects a five-year plan to implement expanded-day, full-year instruction and enrichment for all elementary school students in local educational agencies with the highest concentrations of low-income students, English language learners, and youth in foster care (representing approximately 2.1 million children). By 2025-26, these students would have access to no-cost after school and summer programs. When combined with regular instructional time, this will provide students with nine hours of developmentally appropriate academics and enrichment per instructional day and for six weeks each summer.



# Universal Transitional Kindergarten

The May Revision proposes a series of investments beginning in 2022-23 to incrementally establish universal transitional kindergarten, creating a "14th grade" of public education by 2024-25. Universal transitional kindergarten would be phased-in over four years, with local educational agencies able to use 2021-22 for planning and infrastructure development, and additional access for four-year-olds, increased in increments of three months of age per year from 2022-23 through 2024-25, when all four-year-olds would be eligible. The costs of this plan are anticipated to be approximately \$900 million General Fund in 2022-23, growing to \$2.7 billion in 2024-25 (the Proposition 98 Guarantee would be "rebenched" to draw down General Fund for the costs of new enrollment in each year of increased investment). Additionally, the May Revision repurposes \$250 million one-time Proposition 98 General Fund proposed in the Governor's Budget to incentivize transitional kindergarten expansion to instead be used for planning and implementation grants for all local educational agencies.

# Comprehensive Student Supports

To increase the number of adults providing direct services to students on school campuses, the May Revision includes an ongoing increase to the LCFF concentration grant of \$1.1 billion Proposition 98 General Fund. Local educational agencies that are recipients of these funds will be required to demonstrate in their local control and accountability plans how these funds are used to increase the number of certificated and classified staff on their campuses, including school counselors, nurses, teachers, paraprofessionals, and other student support providers. Also, in recognition of the disproportionate impact of the Pandemic on youth in foster care, county offices of education will receive an additional \$30 million one-time Proposition 98 General Fund to work with local partners to coordinate and provide direct services to these students.

# Workforce Preparation

- An additional \$450 million one-time Proposition 98 General Fund over five years (for a total of \$550 million) to support approximately 22,000 teacher candidates in teacher residencies and other grow-your-own teacher credentialing programs.
- An additional \$400 million one-time General Fund over five years (for a total of \$500 million) for the Golden State Teacher grants, which would support a combined total of at least 25,000 grants for teacher credential candidates who commit to teach at a priority school, in a high-need subject matter area, for four years.
- An additional \$100 million one-time Proposition 98 General Fund over five years (for a total of \$125 million) for the Classified School Employee Teacher Credentialing Program, to support more than 5,000 classified school staff in becoming credentialed teachers.
- \$65.5 million one-time Proposition 98 General Fund and \$45.6 million one-time General Fund to establish the Roadmap to Pre-K through 12 Educational Employment Program, a long-term, comprehensive statewide recruitment and communications strategy that focuses on recruiting and developing a diverse and talented educational workforce, highlighting the value of working in the education sector, and assisting individuals in moving into the pre-K-12 educator workforce by identifying and sharing resources, such as financial aid programs and pathways to teaching.
- \$20 million one-time General Fund to provide a credential fee waiver in 2021-22 for individuals entering the K-12 educator workforce.
- \$15 million one-time Proposition 98 General Fund over three years to support 6,000 teachers in completing the coursework necessary to receive state certification to teach computer science.

# Retention and Training

- An additional \$1.3 billion one-time Proposition 98 General Fund over three years (for a total of \$1.5 billion) for the Educator Effectiveness Block Grant, to provide local educational agencies with training resources for classified, certificated, and administrative school staff in specified high-need topics, including accelerated learning, re-engaging students, restorative practices, and implicit bias training.
- \$250 million one-time Proposition 98 General Fund over five years for incentives for 2,500 highly-qualified National Board Certified teachers that teach in high poverty schools to attract and retain them as mentors for other instructional staff.
- \$60 million one-time Proposition 98 General Fund for the Classified School Employee Summer Assistance Program, which provides matching funds for intersessional pay for classified employees that work less than 12 months per year.
- \$25 million one-time Proposition 98 General Fund over five years for the 21st Century School Leadership Academy, to provide high-quality professional learning for administrators and other school leaders.
- Additional one-time funds are also provided to increase educator training and resources in early math, reading, science instruction, computer science, dyslexia, and LGBTQ+ cultural competency.

# Nutrition

The May Revision includes \$150 million ongoing Proposition 98 General Fund to encourage local educational agencies to participate in one of the federal universal meal provisions. Participation in a universal meal provision allows schools to serve breakfast and lunch at no charge to all students and greatly reduces the administrative burden associated with collecting school meal applications. Students eligible for free and reduced price meals are also more likely to participate in universal school meal programs. Finally, local educational agencies participating in a federal universal meal provision generally receive increased federal meal reimbursement.

Additionally, the May Revision invests in the workers and infrastructure that support school meal programs by including \$100 million one-time Proposition 98 General Fund to provide school kitchen infrastructure upgrades and training for school cafeteria staff. As noted in the Sustainable Agriculture Chapter, the May Revision also provides \$30 million one-time General Fund (up from \$10 million in the Governor's Budget) to the Department of Food and Agriculture to support the Farm to School initiative.

# Special Education

The May Revision includes the following for special education programs:

- \$277.7 million one-time federal Individuals with Disabilities Education Act (IDEA) funds to local educational agencies to increase general statewide special education resources.
- \$117.7 million Proposition 98 General Fund to increase the cost-of-living adjustment for state special education funding from 1.5 percent to 4.05 percent, reflecting both an increase in the 2021-22 cost-of-living adjustment as well as application of the
- 2.31 percent cost-of-living adjustment from 2020-21, which was suspended in the 2020 Budget Act.
- \$15 million one-time federal IDEA funds to provide technical assistance and support to local educational agencies in developing and administering comprehensive individualized education programs and to develop tools and resources to assess and address academic impacts of the Pandemic on students with disabilities.
- \$2.3 million federal IDEA funds (of which \$965,000 is available on a one-time basis) and 6 positions for the Department of Education to address special education complaints, perform court-ordered special education monitoring of local educational agencies, and to purchase special education monitoring software.
- \$1.2 million federal IDEA funds (of which \$1.1 million is available on a one-time basis) and 1 position to improve coordination between the California Department of Education, the California Department of Developmental Services, and local educational agencies to support the transition from IDEA Part C to Part B programs, and convene stakeholder workgroups to address data sharing and disseminate best practices to increase access to more inclusive settings for three-, four-, and five-year-olds.

# Coversheet

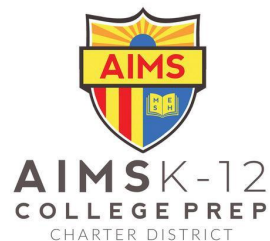
## AIMS K-12 Report

**Section:** II. Non-Action Items  
**Item:** C. AIMS K-12 Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** June\_Elementary School Board Report.pdf  
June\_MS Board Report.pptx.pdf  
June\_High School Board Report.pdf

# AIMS K-5 Board Report

## Reporting Period June, 2021

Head of School Christopher Ahmad, AIMS College Prep Elementary School





# Highlights I Want The Board To Know

- **Students in Grades 3-5 took the SBAC State Test this last week**
- **Kindergarten and 5th Grade graduation - June 17th**
- **We will have a drive-thru graduation for all families**
- **Daddy Donut Day - 6/10/2021**
- **Summer School - July 6th-July 23rd**

# Donuts for Dads



# Elementary School Instructional Schedule <sup>1</sup>

- **Early Dismissal**
  - **K-2 8:45 am - 12:45 pm**
  - **3-5 8:30 am - 1:00 pm**

**Last week of school!!!**

# Elementary School Method for Monitoring Instruction For March Hybrid Learning

- **Daily observations**
- **Lesson Plans**
- **Benchmarks**
- **Reading Assessments**

# **Elementary School Strategy for Communicating With Students and Parents Regarding January Opening**

- **Parent Square**
- **Zoom Meetings**
- **Phone Calls**

# Elementary School Strategy for Addressing Concerns From Parents and Students

- **Zoom Meetings**
- **Phone Calls**
- **Emails**

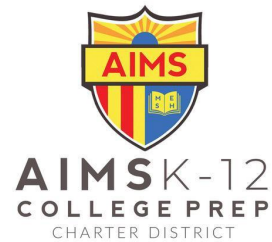
# Elementary School Staff Updates

- **Staff - 1 teacher leaving**
- **3 teachers taking on new positions**

# AIMS 6-8 Board Report

## Reporting Period June, 2021

Heads of Division Riffat Akram and Natalie Glass  
AIMS College Prep Middle School





# Introduction

**This slide deck contains information about AIMS College Prep Middle School. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Head may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**

# CAASPP Spring Assessments

## Testing Schedules

**Grade 8: 6/2-6/3 & 6/10**

**Grade 7: 6/7 - 6/8**

**Grade 6: 6/9 - 6/10**

**June 11 to June 16 - Make Ups**

## Completion Rates

**Grade 8: AIPCS 92% & 79%**  
**AIPCS II 95% & 94%**

**Grade 7: AIPCS 97%**  
**AIPCS II 96%**

**Grade 6: AIPCS 87%**  
**AIPCS II 91%**

# Grade 8 Promotion

## Drive Thru In-Person Promotion

**Date:** 6/16/21

**Location:** AIMS High School

**Times:**

- **12:00 - 1:30**  
(Howard/George Town & Princeton/Michigan)
- **3:00 - 4:30** (John Hopkins/Setton Hall)

## 8th Grade Promotion Cap Decorating Night

**Date:** 6/15/21

**Location:** AIMS Middle School

**Time:** 4:00 - 6:00pm

# Last Week of School - Modified Schedules

## Grade 8

**Monday & Tuesday** 8:30 - 1:00

**Wednesday** 8:30 - 9:00 Attendance/Check ins - Join Promotion Ceremonies

**Thursday** 9:00 - 10:30 Online Classes & 10:30 - 4:30 Materials Return

## Grade 7

**Monday - Wednesday** 8:30 - 1:00

**Thursday** 9:00 - 10:30 Online Classes & 10:30 - 4:30 Materials Return

## Grade 6

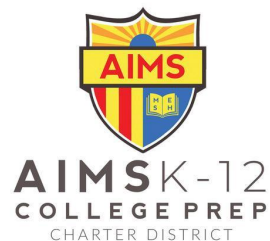
**Monday - Wednesday** 8:30 - 1:00

**Thursday** 9:00 - 10:30 Online Classes & 10:30 - 4:30 Materials Return

# AIMS HS Board Report

## Reporting Period June 2021

Head of School Maurice Williams Jr., AIMS College Prep High School



# Introduction

**This slide deck contains information about AIMS College Prep High School. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Head may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**

# Highlights I Want The Board To Know

**Lady Eagles Win Soccer Championship:** The AIMS HS Lady Eagles defeated the Oakland Unity Lady Tigers in a stunning 4-0 rout in the 2020-21 BACSAC Varsity Women's Soccer Championship. Sophomore Nadia Barron was named the league MVP after scoring 4 goals. Read more at:

<https://www.aimsathletics.com/newsmedia/2021/6/4/stunner-lady-eagles-capture-bacsac-soccer-crown-with-4-0-shutout-over-oakland-unity-sophomore-nadia-barron-named-league-mvp>

**Golden Eagles' Cinderella Season Ends after 3-2 loss in Championship:** After leading 2-0 in the first half of the BACSAC Varsity Men's Soccer Championship, the Oakland Unity Tigers scored three unanswered goals, including one in the last five minutes of the match to defeat the AIMS HS Golden Eagles 2-3

Read more at:

<https://www.aimsathletics.com/newsmedia/2021/6/3/mens-cinderella-soccer-season-ends-with-heartbreaking-2-3-loss-in-bacsac-championship>

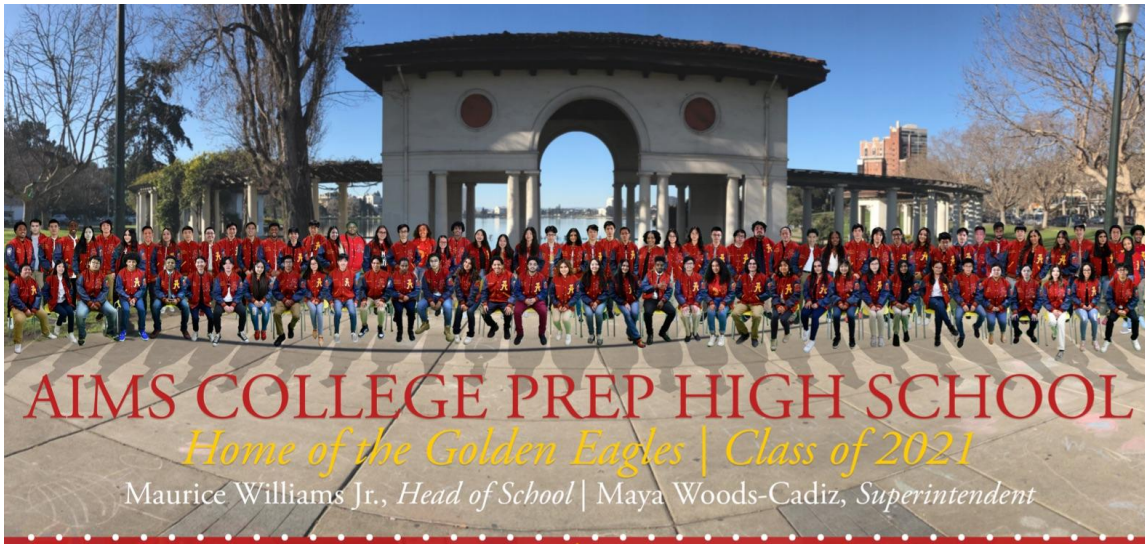


# Highlights Of The Month



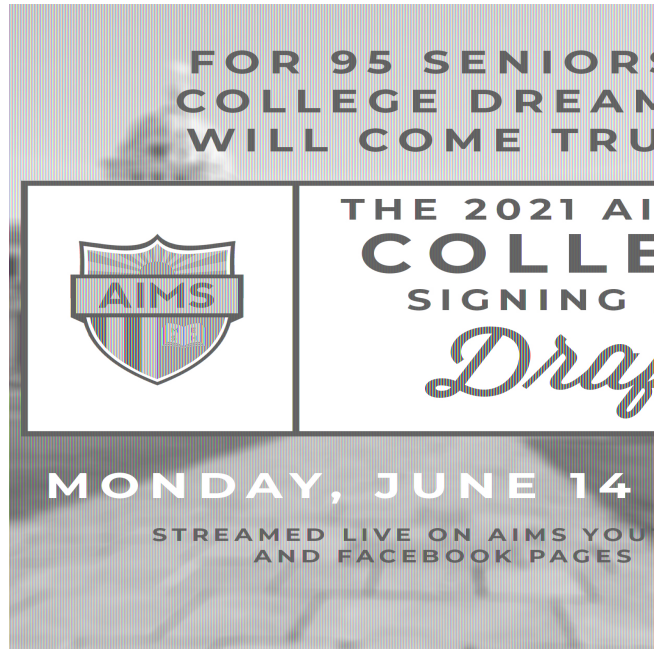
**Parneet Virk named 2020-21 AIMS HS Valedictorian:** Parneet earned a 4.0 / 5.0 Overall weighted GPA during her time at AIMS. She was accepted into UCLA, but will be attending community college in the fall. Calvin Duong was named as the Salutatorian with a 4.97 Overall Weighted GPA. Calvin will be attending UC Berkeley in the fall.

**AIMS HS Senior Graduation:** Thursday, June 17, @ 4PM (AIMS HS Lakeview Campus). Claudine Wong, KTVU 2 News Anchor / Reporter will serve as special guest speaker.





# Upcoming Events



**AIMS HS College Signing Day Draft**  
Monday, June 14, @ 6PM

**AIMS HS Summer Credit Recovery**

Wednesday, June 23 - Wednesday, June 24  
9:30 AM - 2:30 PM

- In-person learning only
- Hybrid of in-person math instruction and Acellus for other subjects

# New LCAP Goals for 2021-24 Cycle



## **Academics & Curriculum**



## **Instructional Development & Support**



## **Measurement of Data**



## **School Culture & Climate**

- 3 LCAP Engagements (Parents, Students, Teachers)
- LCAP Advisory Committee Meeting
- Surveys (Translated in Cantonese and Spanish)
- Most engaged and complete LCAP in recent memory

# New LCAP Goals for 2021-24 Cycle



## **Academics & Curriculum**

***We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).***

***Example Actions: Textbooks, College Pathways, Learning Materials***

## New LCAP Goals for 2021-24 Cycle



# **Instructional Development & Support**

***Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.***

***Example Actions: Teachers, Teacher Incentives, Staff, Administrators, Professional Development, Tutors***

# New LCAP Goals for 2021-24 Cycle



## **Measurement of Data**

***Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.***

***Example Actions: Supplemental Learning Programs That Track Academic Data***



## **School Culture & Climate**

***Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.***

***Example Actions: PBIS, SGA, Campus Activities / Events, Clubs, Cultural Awareness, Custodial Staff / Maintenance, Athletics, College Attainment, Scholarships, School Nurse, Family / Community Outreach, etc.***

# Coversheet

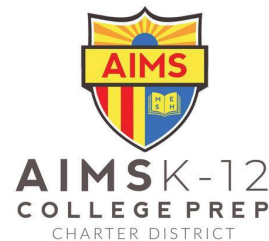
## English Language Development (ELD) Report

**Section:** II. Non-Action Items  
**Item:** D. English Language Development (ELD) Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** June\_ELD Board Report.pdf

# AIMS K-12 English Language Development

Reporting Period June 2021

Vannee Chand, ELD Coordinator





# Success for ELD for 2020-2021 School Year

- Completed all of the findings for the State Review
- Completed grade 1st-12th ELPAC testing.
  - Make-Ups and Kindergarten will finish by June 30th.
- Provided appropriate professional development to support teachers with Integrated and Designated ELD.
  - Will continue with a series of PD on integrated and designated ELD.
- Provided weekly support to ELD staff
  - ELD teacher and Staff supported both teachers and students.
- Created intervention support through distance learning with the support from IAs.
- Created a draft of ELD Master Plan.
- Newcomers support-ELD class
  - More than half of Newcomers made growths in reading.

# Reading Growths-Newcomers



## Growth Report

CLASS: ELD CLASS

School: 2. AIPCS I  
 Teacher: ELD Teacher  
 Grade: 6, 7, 8  
 Time Period: 08/17/20 – 06/14/21



## Growth Report

CLASS: PERIOD 1& 5: ELD A & B

School: 3. AIPHS-AIMS College Prep High School  
 Teacher: Ligia Gonzalez, Issam Girgis, Sharon Tom, Virginia Williamson, Jasmine Raines, Evelin Palacios  
 Grade: 9  
 Time Period: 08/17/20 – 06/14/21



STUDENTS	GRADE	FIRST TEST		LAST TEST		GROWTH IN LEXILE®
		DATE	PERFORMANCE LEVEL/LEXILE®	DATE	PERFORMANCE LEVEL/LEXILE®	
Berhe, Lumuel	7	09/25/20	526	06/01/21	791	265
Sanchez Amaya, Adriana	7	10/22/20	48	06/01/21	288	240
Okube, Sidona	8	01/21/21	BR	06/01/21	202	202
Bui, Kim Khanh	6	10/22/20	339	06/02/21	501	162
Tesfalem, Yesani	7	09/25/20	192	06/01/21	344	152
Kim, Gukmun	7	09/25/20	153	06/01/21	299	146
Zeberga, Lidet	7	09/25/20	310	06/01/21	410	100
Bariagabr, Sofanit	8	10/22/20	514	06/01/21	582	68
Zeberga, Asnakech	8	10/22/20	512	06/01/21	579	67
Zuno Olmos, Regina	8	10/23/20	1189	06/11/21	1010	0
Zhen, ChuLan	8	09/25/20	197	06/01/21	180	0
Tsehaye, Kerystian	8	09/25/20	666	06/01/21	461	0
Tsehaye, Fidel	6	10/22/20	149	06/02/21	75	0

STUDENTS	GRADE	FIRST TEST		LAST TEST		GROWTH IN LEXILE®
		DATE	PERFORMANCE LEVEL/LEXILE®	DATE	PERFORMANCE LEVEL/LEXILE®	
Dominguez, Steven	9	08/20/20	150	05/20/21	1028	878
Diaz Tejada, Cuauhtemoc	9	09/14/20	46	05/20/21	455	409
CantuMoreno, Angel	9	08/20/20	675	03/11/21	1067	392
Do, PhamGiaThinh	9	08/20/20	495	05/20/21	862	367
Bui, TuyetKha	9	08/31/20	392	05/20/21	662	270
Ghebreab, Danai	9	08/27/20	BR	05/20/21	166	166
Batbayar, Batbold	9	08/27/20	619	05/20/21	781	162
Afewerki, Nardos	10	11/05/20	375	05/19/21	525	150
Berhe, Elim	9	08/24/20	403	05/20/21	549	146
Tesfalem, Essey	9	08/20/20	969	05/20/21	1081	112
Hadish, Delina	9	08/24/20	858	05/20/21	968	110
Afewerki, Saron	9	08/31/20	478	05/20/21	506	28
Wu, Crystal	9	N/A	N/A	N/A	N/A	N/A

# Vision for ELD 2021-2022 School Year

- AIMS Elementary School
  - 30 mins daily for Designated ELD
  - Professional Development on Integrated and Designated ELD
  - Trained Instructional Aides with EL Strategies
  - Track Progress Monitoring in intervention by analyzing data per quarter.

# Vision for ELD 2021-2022 School Year

- AIMS Middle School
  - 30 mins daily for Designated ELD by ELA teacher, Level 2-4
  - Professional Development on Integrated and Designated ELD
  - Aligned ELA curriculum with ELD standards and ELPAC Task Items.
  - Trained Instructional Aides with EL Strategies
  - Track Progress Monitoring in intervention by analyzing data per quarter.
  - Continue Newcomers Class taught by ELD teacher
  - Collaborate with ELD teacher to co-plan and co-teach using SDAIE lesson and EL strategies.

# Vision for ELD 2021-2022 School Year

- AIMS High School
  - 30 mins daily for Designated ELD by ELA teacher, Level 2-4
  - Professional Development on Integrated and Designated ELD
  - Focus on ELPAC Task Items in ELD class to practice state test.
  - Trained Instructional Aides with EL Strategies
  - Track Progress Monitoring in intervention by analyzing data per quarter.
  - 4 ELD Courses to support Newcomers and ELs with Reading and Writing.
  - Collaborate with ELD Teacher to co-plan using SDAIE lesson and EL strategies.

# Coversheet

## Education Coordinator, College Bound Kids Report

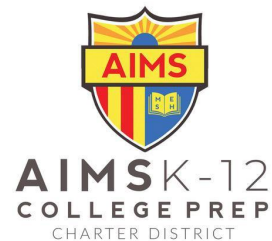
**Section:** II. Non-Action Items  
**Item:** E. Education Coordinator, College Bound Kids Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** June\_CBK Board Report.pdf

# AIMS K-12

# College Bound Kids

## June 2021 Reporting Period

Matthew Gordan, College Bound Kids Coordinator



# Introduction

**This slide deck contains information about the College Bound Kids initiative. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Coordinator may take a short time ( 5 minutes Max) to highlight any Items that may be of specific interest to the board.**



# College Acceptances So Far... (updated below and still receiving information)

UC Santa Cruz (55 acceptances)	UC Riverside (43)	UC Merced (25)	UC Davis (43)	UC Santa Barbara (27)	UC Berkeley (9)	UC San Diego (21)
UCLA (11)	UC Irvine (27)	Cal Poly Pomona (24)	Cal Poly SLO (19)	CSU East Bay (39)	CSU San Diego (29)	CSU San Francisco (36)
CSU Fresno (7)	CSU Chico (4)	CSU Long Beach (12)	CSU LA (15)	CSU Stanislaus (2)	CSU Monterey Bay (7)	CSU Sacramento (8)
CSU San Jose (47)	CSU Sonoma (4)	CSU Bakersfield (5)	CSU San Bernardino (2)	CSU Maritime	CSU Humboldt	CSU San Marcos (2)
CSU Fullerton (6)	Morehouse (2)	Howard (2)	Clark Atlanta (3)	Stillman (2)	Pacific (7)	Langston (9)
Morgan State (4)	Holy Names (5)	Xavier (3)	USF (5)	Puget Sound (3)	Benedict (5)	UMass

## College Acceptances Continued...

Brown	USC (3)	NYU (2)	Dillard (2)	Alabama A&M	Miles
Hendrix College	Concordia University	Whitman	Claflin (2)	Grambling	NC A&T
Arkansas Baptist (2)	U of Arizona	Scripps	St. Mary's	Jackson State	Tuskegee
Hofstra	U of Miami	Reed	Norfolk State	Spelman	Harris-Stowe
Duquesne	U of Oregon	Talladega	Wiley College	Alabama St. (2)	Hampton
Suffolk University	U of Portland	Fordham	Penn Tech	Florida Tech	The New School
Rensselaer Polytech	Clarkson	University of Silicon Valley	Academy of Art	Broward College	Maryland Eastern Shores (2)

### Current Events:

- \*26 Seniors received an Oakland Promise scholarship (totaling \$110K)
- \*At least 3 Seniors received Oakland's Black Excellence Grant (totaling at least \$1500). I believe more Seniors have received this grant.
- \*One Senior each has received a Triple Impact Scholarship (\$1K), Delta Sigma Theta Scholarship (\$1K), and Posse Scholarship (full tuition at University of Puget Sound), but this student has opted out.
- \*Flreside chat with Seniors speaking to Juniors about next year.

## Senior Plans for Next Year

UC Berkeley (6)	UC Davis (11)	UC Irvine (9)	UCLA (8)	UC Merced (3)
UC Riverside (4)	UC Santa Barbara (4)	UC Santa Cruz (9)	UC San Diego (4)	SF State (7)
San Diego State	Cal State East Bay (4)	San Jose State	Cal Poly SLO (2)	Howard University
Benedict College	Scripps College	USC	College of Alameda (2)	Laney College (5)
Berkeley City College (3)	Merritt College	Community College TBD (6)		

# Complete List of Colleges Applied To Per Request

UC Berkeley	UC Davis	UC Irvine	UCLA	UC Merced	UC Riverside	UC San Diego	UC Santa Barbara	UC Santa Cruz
CSU Bakersfield	CSU Channel Islands	CSU Chico	CSU East Bay	CSU Fresno	CSU Fullerton	CSU Humboldt	CSU Long Beach	CSU LA
CSU Maritime	CSU Monterey Bay	CSU Northridge	CSU Sacramento	CSU San Bernardino	CSU San Diego	CSU San Francisco	CSU SJ	CSU San Marcos
CSU Sonoma	CSU Stanislaus	Cal Poly Pomona	Cal Poly San Luis Obispo	Benedict	Miles	Fisk	Xavier	Tuskegee
Talladega	Grambling	Harris-Stowe	Lincoln	Stillman	Hampton	Dillard	Maryland Eastern Shores	Clinton
Kentucky State	Morgan State	Langston	Paul Quinn	Clafin	NC A&T	Johnson C. Smith	Jackson State	Alabama State
Morehouse	Clark Atlanta	Norfolk State	Charles Drew	Howard	Boston University	Mills College	Seton Hall	Chapman
Clarkson	Skidmore	USF	Brown	Harvard	Pepperdine	Caltech	Dartmouth	U of Lynchburg
Hawaii Pacific	USC	Columbia	NYU	Stanford	Carnegie Mellon	Duke	Penn College of Tech	Fl. Institute of Tech

## Complete List of Colleges Continued...

Pacific	Cornell	Northwestern	Yale	Case Western	Johns Hopkins	Washington U (St. Louis)	LSU	Pomona College
Pitzer	Scripps	Princeton	UPenn	Williams College	Rice	Fordham	St. Mary's	U of San Diego
University of Virginia	Suffolk University	U of Portland	Sewanee	Reed College	Hendrix College	Holy Names	Puget Sound	University of Oregon
Dominican	Rensselaer Polytech	Hofstra	Albany College of Pharmacy Sciences	Benedictine College	Whitman	Concordia	UMass	Union College
The New School								



## Non-UC/CSU School Applications

USF (11)	Brown (6)	Harvard (5)	Pepperdine (3)	Caltech (4)	Dartmouth	U of Lynchburg	Hawaii Pacific (3)
USC (19)	Columbia (2)	NYU (6)	Stanford (12)	Carnegie Mellon (2)	Duke (2)	Penn College of Tech	Fl. Institute of Tech
Pacific (10)	Cornell (4)	Northwestern (3)	Yale (4)	Case Western (3)	Johns Hopkins (2)	Washington U (St. Louis)	LSU
Pomona College (5)	Pitzer (2)	Scripps	Princeton (2)	UPenn (3)	Williams College (2)	Rice	Fordham
St. Mary's (2)	U of San Diego (3)	University of Virginia	Suffolk University	U of Portland	Sewanee	Reed College (2)	Hendrix College
Holy Names (3)	Puget Sound (3)	University of Oregon	Dominican	Rensselaer Polytech	Hofstra	Albany College of Pharmacy Sciences	Benedictine College
Whitman	Concordia	UMass	Union College (2)	The New School	Skidmore	Clarkson	Chapman
Seton Hall	Mills College	Boston University	Howard (7)	Charles Drew (19)	Norfolk State (9)	Clark Atlanta (2)	Morehouse (2)

## ...Continued from previous page...

Paul Quinn (7)	Langston (10)	Morgan State (2)	Kentucky State (8)
Clinton (20)	Maryland Eastern Shores (5)	Dillard (3)	Hampton
Stillman (8)	Lincoln (22)	Harris-Stowe	Grambling
Talladega	Tuskegee	Xavier (3)	Fisk (2)
Miles (1)	Benedict (8)		



## Why are more students not applying to non-UC/CSU schools? Results from survey where I asked them to choose whichever options apply to them:

- \***46.3%** said they only want to attend a UC or CSU or California community college
- \***39%** said they don't want to leave California for school
- \***34.1%** said private schools are too expensive
- \***30.5%** said after applying to UC/CSUs and maintaining current classes, they're just too tired to apply to private schools
- \***28%** said COVID-19 makes them want to stay near family
- \***25.6%** said private schools are too hard to get into
- \***7.3%** said they don't know anything about private schools
- \***7.3%** said private schools aren't diverse enough
- \***3.7%** said private schools are too small

# Coversheet

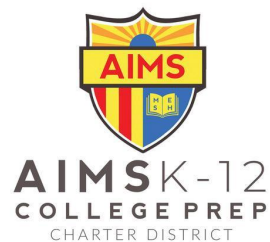
## Operations Report

**Section:** II. Non-Action Items  
**Item:** F. Operations Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** June\_Operation's Board Report .pdf

# AIMS K-12 Operations

## Reporting Period June 2021

Marisol Magana, Operations Director  
Tiffany Tung, Operations Manager



# Introduction

**This slide deck contains information about the Operations department. It will not be read to the board. In the interest of time, the board will receive this presentation in advance, and will have questions ready for the coordinator. The Director or designee may take a short time to highlight any items that may be of specific interest to the board.**

# Highlights I Want The Board To Know

## ***Reporting***

- Submitted Expanded Learning Opportunity Grant Plan
- Administered local school surveys for LCAP
- Finalized Federal Program Monitoring (FPM) for AIPCS II. All findings were resolved!
- Supported Sites with LCAP for 2021-2022 and LCAP and Learning Continuity Plan Update
- Working on end of year reporting - CALPADS
- Continued submitting in gathering documents for audit
- Submitted SSO Waiver for continued Federal and State funding for 2021-2022 School year (approved fiscal reimbursement)

## ***Facilities & Maintenance***

- Working with Office of Charters for an in lieu agreement for Lakeview Campus
- Supporting high school with some renovation items installation of new solar shades

## ***Food Service Program***

- Reviewing lunch service guidelines for school lunch service
- Started in person meal distribution
- 5-day meal kits will continued to be served Mondays for distance learners
- Held 2nd Wellness Meeting in May and 3rd Wellness meeting will be held in June

# The established Technological Plan for Determining Daily Attendance K-12

Attendance will be completed online through our Student Information System (SIS) PowerSchools.

**PowerSchool** is a student information system, used to record and track student records, including grades and attendance. This system allows educators and administrators to effectively and conveniently manage student records.

PowerSchool stores our attendance, grades, student demographics, contact information, which syncs federal and state information to CALPADS.

- Attendance codes have been created to differentiate online and in person instruction.
- Attendance engagement training was held for all teachers to ensure attendance engagement is completed accurately.
- PowerSchool Logins have been provided to all teachers and staff that will be responsible for attendance.
- Attendance is taken by teachers. Administrative Assistance/Attendance Clerks confirm that attendance is submitted daily and on time.
- Laptops were distributed to all teachers to ensure technology needs were met to ensure daily attendance can be taken.
- Weekly and monthly attendance audit will be reviewed and signed electronically by all teachers taking attendance.

# ADA Attendance Results for Elementary, Middle, and High for April/May

	School Days 5/17/21 to 5/31/21 (10 Days)	School Days 6/1/21 to 6/11/21 (9 Days)
<b>Elementary - 432</b>	98.10%	98.61%
<b>Middle - 459 239 + 220</b>	97.76%	95.47
<b>High School - 443</b>	96.23%	96.11%

# The Documentation Employed to Determine the Qualitative and Quantitative Effectiveness of The Plan Employed to Determine Daily Attendance K-12

- We are using our student information system (SIS)- PowerSchool to ensure that attendance is taken correctly and on a timely matter.
- **Effectiveness and Daily Accountability:** Admin staff checks that teachers are submitting attendance on time if they do not they email the teachers to ensure that they complete their attendance in a timely matter.
- **Self Assess and Analyze Data:** If a student is marked absent - parents are called to determine why that student is absent.
- **Outcome & Goal:** to reduce chronic absent students during this time of virtual learning, educate students/families on the importance of attendance and supporting families w/ potential barriers to daily school attendance.



# **Describe the Issues/Concerns and Resolution That Emanated From The Documentation and Online Communication**

## **Issues/Concerns:**

- **Due to distance learning, attendance may not be completed in a timely manner**
- **Internet connectivity may be problematic for teachers and students**

## **Resolution/Action Plan Addressing Concerns:**

- 1. Attendance checklist was created for teachers and staff**
- 2. Attendance audits are reviewed by administrative staff to ensure attendance is accurate.**
- 3. Laptops have been distributed to students**

# Coversheet

## D&A Communications Presentation

**Section:** II. Non-Action Items  
**Item:** G. D&A Communications Presentation  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** June\_AIMS D&A Board Presentation.pdf



# AIMS

## Board Presentation

June 15, 2021

# Background & Objectives

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D&A Communications has created a strategy based on the strengths of AIMS, with the goal of showcasing the District's academic excellence, highlighting achievements, and showcasing the people who form the AIMS community. D&A began this work in early April, 2021.

D&A has been working towards 3 objectives for AIMS: (1) Raise awareness, (2) Strengthen positive reputation and, (3) Drive support for AIMS' priorities amongst targeted stakeholder groups, including:

- Parents-current and prospective
- Community Business leaders and owners
- Businesses that employ Oakland residents, in particular parents of AIMS students

D&A has maximized AIMS parent and community engagement by highlighting educational accomplishments and student successes. through a variety of platforms, including:

- Creating weekly social media content calendars
- Website optimization
- Print
- Creation of a CBO database
- Blog
- Media outreach

# Social Media Data Analytics

The D&A team started providing weekly editorial calendar creation, starting on April 9, 2021.

**Date range: February 7-April 8 (61 day period)**

**Facebook**

Followers: 648

Impressions: 3,843

Reach: 3,273

**Instagram**

Followers: 271

Impressions: 1,071

Reach: 1,180

Likes: 74

Interactions: 97

**Twitter**

Followers: 53

Impressions: 270

Engagement: 12

Likes: 1

URL clicks: 0

**Date range: April 9-June 8 (61 day period)**

**Facebook**

Followers: 667 (+19)

Impressions: 20,860 (+17,017)

Reach: 16,996 (+13,723)

**Instagram**

Followers: 273 (+2)

Impressions: 6,178 (+5,107)

Reach: 4,922 (+3,742)

Likes: 532 (+458)

Interactions: 653 (+556)

**Twitter**

Followers: 53

Impressions: 42,322 (+43,052)

Engagement: 105 (+93)

Likes: 28 (+27)

URL clicks: 10 (+10)

# Social Media

## COVID-19 Health Measures



**aims\_k12**

aims\_k12 Today is the launch of hybrid learning at AIMS High School. AIMS strictly follows State, City, and County measures including:

- ✔Masks
- ✔Social distancing
- ✔Deep cleaning and disinfecting

To find out more at <https://bit.ly/3wBopAq>

#AIMSTRONG #BackToSchool #TuesdayThoughts #WelcomeBack #Covid #TeacherTuesday

29 likes  
APRIL 13

Add a comment... Post



**aims\_k12**  
Oakland, California

aims\_k12 Welcome back! It is great to see our kindergarteners, first, and 8th graders back in person! Want to learn more about what AIMS is doing to keep our students and staff healthy? Click here for more information 📄 <https://bit.ly/3wBopAq> #WellnessWednesday #BackToSchool #AIMSTRONG

8w

33 likes  
APRIL 14

Add a comment... Post

# Social Media

## Academic Excellence



**AIMS K-12 College Prep Charter District**  
 Published by Maurice Williams  
 May 26 at 1:54 PM

**BREAKING NEWS!**

It is with great enthusiasm that we officially announce that the AIMS HS Valedictorian for the class of 2021 is Parneet Virk!

As this year's Valedictorian, Parneet earned this special honor and distinction by maintaining a 4.0 GPA (5.0 Weighted GPA) throughout her high school career. Parneet has been accepted to UCLA.

Additionally, we would like to congratulate this year's salutatorian Calvin Duong. As the number 2 student in this year's class, Calvin will ... [See More](#)

246 16 Comments 4 Shares

**Marc R. Mowery**  
 Congratulations!!  
 1w

**Carlos Bérruz**

**AIMS Official Page @aims\_k12 · May 11**

We're excited to announce that 26 of our High School students have received scholarships from @OaklandPromise. We are so proud of our students, who continue to excel and reach new milestones. Congratulations! #AIMSTRONG #Motivation

\$8000 SCHOLARSHIP RECIPIENTS	\$4000 SCHOLARSHIP RECIPIENTS	\$2000 SCHOLARSHIP RECIPIENTS
ELYOD ABRAHAM	ALBERTO RAMIREZ	KING PAN
FABEN TESFAZION	ALDRENE ABELLON	LESLIE ORDONEZ
SAMANTHA LI	ANNIE CHIU	MUHAMMAD ABDELMOHENEH
	CHRISTOPHER WALLI	ONEDA ALACORN
	ERIC HUANG	OSCAR ZHENG
	ETHAN SAETERN	PARNEET VIRK
	FELIX TRAN	PHILLY LIM
	HASAN ALHAJ	SERGI SOLOMON
	JACK LEE	SIMON LI
	JACKY HUANG	SOPHIA HUANG

# Social Media

## Staff Appreciation



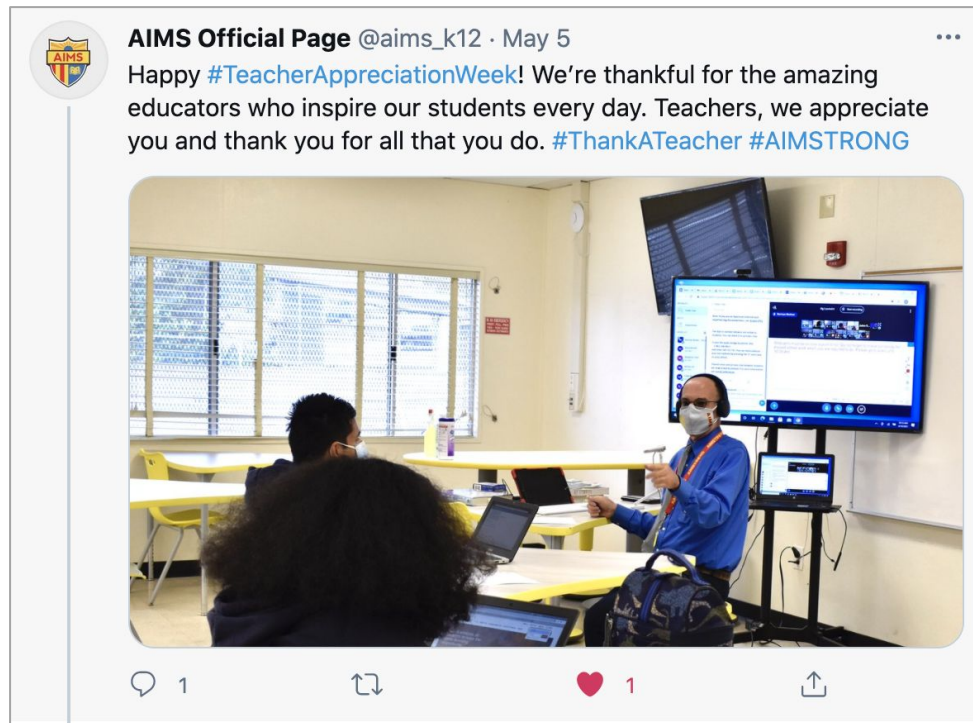
**aims\_k12**  
Oakland, California

aims\_k12 This #FeelTheLoveFriday, we're proud to highlight Ms. Bakheit, our Middle School math, and science teacher. Ms. Bakheit has been selected by the San Francisco @49ers EDU as one of the 2020 Recipients of the Dr. Harry Edwards 'Follow Your Bliss' Award, created to celebrate outstanding teachers in the Bay Area. We are so #AIMS proud! Congratulations, Ms. Bakheit! #TeacherAppreciationWeek #AIMSTRONG

4w

Liked by aimsathletics and 28 others  
MAY 7

Add a comment... Post



**AIMS Official Page** @aims\_k12 · May 5

Happy #TeacherAppreciationWeek! We're thankful for the amazing educators who inspire our students every day. Teachers, we appreciate you and thank you for all that you do. #ThankATeacher #AIMSTRONG

1

1



# Social Media

## Social Impact



# Social Media

## Athletics


 **AIMS Official Page** @aims\_k12 · May 20

🏆🏆 Championship Bound!!! 🏆🏆 The Golden Eagles Upend Oakland Unity 4-0; Earn First Ever Championship Berth




🏆🏆 Championship Bound!!! 🏆🏆 The Golden E...  
🏆🏆 Championship Bound!!! 🏆🏆 The AIMS HS Golden Eagles Soccer team upends Oakland Unit...  
[aimsathletics.com](https://aimsathletics.com)

1

 **AIMS K-12 College Prep Charter District**  
Published by Maurice Williams · June 4 at 11:59 PM

**BREAKING NEWS!!!**  
After nearly 15 months and a truncated sports season, the Lady Eagles defeated the Oakland Unity Lady Tigers in a stunning 4-0 rout in the 2020-21 BACSAC Varsity Women's Soccer Championship. Sophomore Nadia Barron was named the BACASC League MVP!

Congrats to Coach Sunny Diaz and our AIMS HS Lady Eagles on their HERSTORIC soccer title!



AIMSATHLETICS.COM

**STUNNER! Lady Eagles Capture BACSAC Soccer Crown With 4-0 Shutout Over Oakland Unity; Sophomore Nadi...**

126 People Reached      36 Engagements      Boost Unavailable

You and 9 others      1 Comment 2 Shares

# Reputation Management

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Create a strategic reputation management plan that addresses prevailing sentiment and helps drive positive reputation metrics.

Thought Leadership development

Community Outreach Strategy

# Reputation Management

## Thought leadership articles

### The fight for racial justice is a personal one.

 Maya Woods-Cadiz Apr 20 · 4 min read



As a mother of two Asian American/Pacific Islander American ( AAPI) and African American (Black) young women, the 2021 incidents of racial violence makes me fearful for their safety. As a Black woman growing up in Oakland, my friends and I had all been given “the talk” by our parents- which taught us the rules of how to navigate this world while being Black. It is 2021 and I find that I have to use those very same lessons when explaining the rise in hate violence against the AAPI and Black communities to a new generation of children. Not only has this rise of violence hit home in a very personal way, but as the Superintendent of the AIMS K-12 College Prep Charter School in Oakland where our student population is more than 35% AAPI, and 29% Black I have an entire school community to think about. Everyday since this pandemic began, I have thought about how we as an educational institution can use our resources to best help our students (and their families) navigate this confusing and scary time. Our families have been subjected to stereotypes that are harmful and untrue-but this is nothing new.



**Maya Woods-Cadiz** · 3rd+  
Superintendent / CEO AIMS K12 Colleg Prep Charter District  
1mo ·

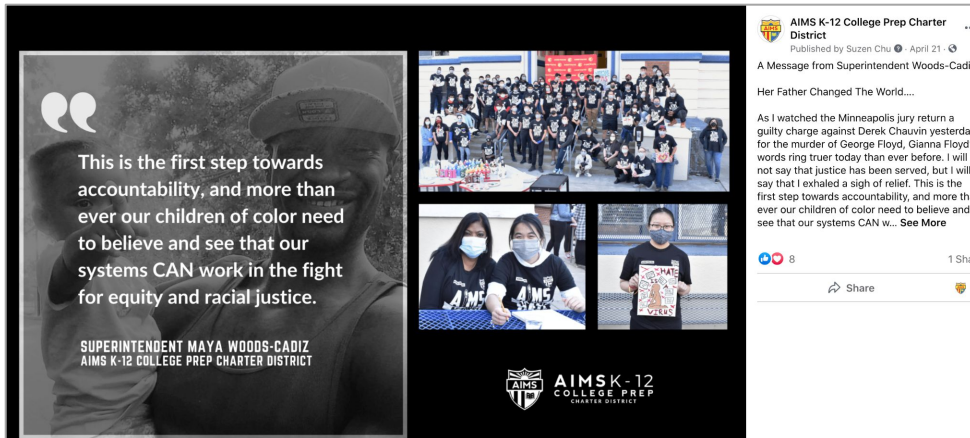
As a mother of two Asian American/Pacific Islander American ( AAPI) and African American (Black) young women, the rise in hate violence against the AAPI and Black communities has hit home in a very personal way. / ...see more



**The fight for racial justice is a personal one.**

mayawoodscadiz.medium.com · 4 min read

8 · 1 comment



**This is the first step towards accountability, and more than ever our children of color need to believe and see that our systems CAN work in the fight for equity and racial justice.**

**SUPERINTENDENT MAYA WOODS-CADIZ**  
AIMS K-12 COLLEGE PREP CHARTER DISTRICT

AIMS K-12 COLLEGE PREP CHARTER DISTRICT  
Published by Suzen Chu · April 21 ·


A Message from Superintendent Woods-Cadiz:  
Her Father Changed The World....  
As I watched the Minneapolis jury return a guilty charge against Derek Chauvin yesterday for the murder of George Floyd, Gianna Floyd's words ring truer today than ever before. I will not say that justice has been served, but I will say that I exhaled a sigh of relief. This is the first step towards accountability, and more than ever our children of color need to believe and see that our systems CAN w... [See More](#)

8 1 Share

Share

# Reputation Management


## Thought leadership articles

 **Maya Woods-Cadiz** · 4 days ago · 4 min read 📄 📌


### WELLNESS and the AIMS community

As the Superintendent of the AIMS Charter Schools in Oakland, I felt a sense of pride and relief when we re-opened our doors this month to begin welcoming students and faculty back to our campuses for in-person learning. A few weeks into this process for our AIMS students, I feel quite optimistic about the future. The AIMS team recognized early on that we needed to work diligently and quickly to create and maintain safe and supportive learning environments throughout the pandemic for our students, their families, and our faculty. Not only is good physical health essential, but balancing that with robust mental health is key to overall health for our AIMS family.



The coronavirus pandemic created a perfect storm on teens' mental health, and with no social, creative, or sports anywhere, we were facing a devastating crisis. According to health professionals, coupled with the social unrest of the past year, there has been an increase in unprecedented mental health issues in children and teens.

 **Maya Woods-Cadiz** · 3rd+  
Superintendent / CEO AIMS K12 Colleg Prep Charter District  
5d · Edited · 🔄 ⋮





A thought piece on student wellness during trying times.



**WELLNESS and the AIMS community**  
[link.medium.com](https://link.medium.com)

  4

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 Like  Comment  Share  Send

# Reputation Management

## Board Resolution

June 9, 2021

### AIMS Board of Directors Passes Resolution in Response to Anti-Asian Hate and Racial Injustice

DOWNLOAD PDF



#### AIMS K-12 College Prep Charter District

AIMS K-12 College Prep Charter District  
171 12th Street, Oakland, CA 94607

T : 510-893-8701 | F : 510-893-0345  
Email: [communications@aimsk12.org](mailto:communications@aimsk12.org)  
[www.AIMSK12.org](http://www.AIMSK12.org)

#### AIMS BOARD OF DIRECTORS PASSES RESOLUTION IN RESPONSE TO ANTI-ASIAN HATE AND RACIAL INJUSTICE

On March 16, 2021, the AIMS Board of Directors took the necessary steps to counter Anti-Asian Hate and racial injustice in the classroom by voting on a new Board Resolution, which will be implemented into the AIMS K-12 curriculum. Through these steps, AIMS will continue to celebrate diversity, and to cultivate a community of diverse learners who achieve academic excellence.

#### HOW IS AIMS TAKING ACTION?

##### RESOLUTION 1.0: CLASSROOMS ARE A LEARNING ENVIRONMENT THAT CULTIVATE LOVE FOR HUMAN BEINGS

###### Elementary School

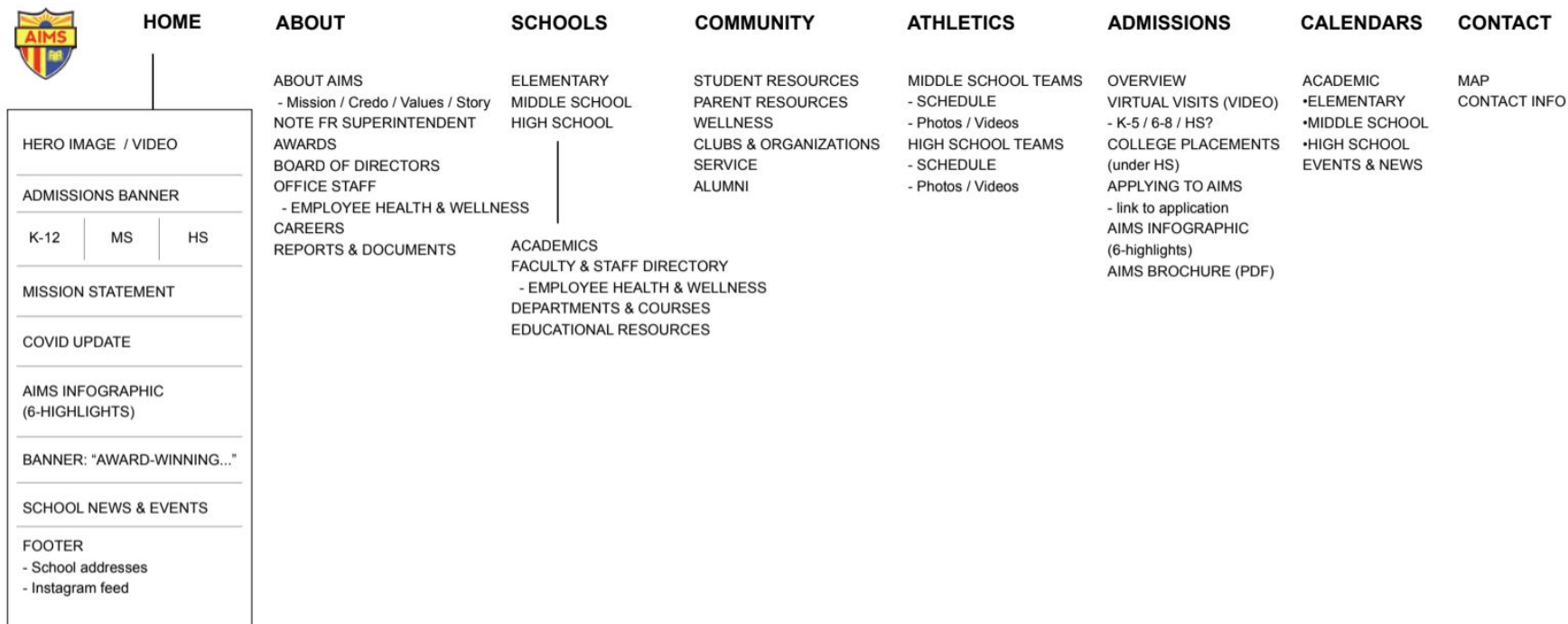
- The Elementary School will be incorporating Social Emotional Learning into weekly lessons, to teach students about accepting others for who they are and about acceptance.
- Classrooms will continue to foster learning environments that cultivate love for fellow human beings.
- The Elementary School plans to create a wall of diversity and culture, on which they will display flags representing the students' native countries, as well as the languages they speak.
- The curriculum will continue to reflect the rich diversity of the AIMS students, highlighting cultural holidays and customs.

###### Middle School and High School

- AIMS Middle School and High School have partnered with Armand Carr, CEO and Founder or All-Tied Up, a non-profit organization that helps teach young men the importance of brotherhood, positive affirmation, self-respect, and the uplifting one's community - first through the simple act of learning how to tie a tie.
- Students have designed and created banners, currently on display, that reflect all languages spoken by AIMS students.

# Reputation Management

## Website Audit



- Combine infographic & Data At-A-Glance (should be AIMS AT-A-GLANCE)
- SCHOOL NEWS & EVENTS (get plug-in for simplified calendar display; display 3 in the carousel)
- REMOVE BOARD CALENDAR
- INSTAGRAM (move to footer; display smaller)
- Logos in footer
  - Move "Oakland Enrolls" to Admissions
  - Move "AIMS Athletics" to Athletics
  - Move "Powerschool" to Parent Resource page

# Reputation Management

## CBO Database

Name	Mission	Contact First Name	Contact Last Name	Title	Address	City	State	Zip	Email	Website
Community Education Partnerships	CEP is a response to the inequitable, but predictable, distribution of housing and educational opportunities.	Erica	Mohan	Executive Director	2909 McClure Street	Oakland	CA	94609	emohan@cep.ngo	<a href="https://www.cep.ngo/">https://www.cep.ngo/</a>
Breakthrough Collaborative	At Breakthrough, our goal is to serve every single student who qualifies for Breakthrough's proven program, because students only get one chance at the education they deserve.	Elissa	Vanaver	Chief Executive Officer	P.O. Box 71420	Oakland	CA	94612	info@breakthroughcollaborative.org	<a href="https://www.breakthroughcollaborative.org/">https://www.breakthroughcollaborative.org/</a>
CompassPoint	We are a 45-year-old national nonprofit leadership practice based in Oakland, CA.	Shannon	Ellis	Interim Co-Director	500 12th Street, Suite 320	Oakland	CA	94607	shannone@compasspoint.org	<a href="https://www.compasspoint.org/">https://www.compasspoint.org/</a>
Jewish Youth for Community Action	JYCA is a youth-led organization that empowers Jewish youth to take action for social justice through innovative leadership development, community organizing and education.	Rachel	Gottfried-Clancy	Executive Director	1300 Grand Avenue	Piedmont	CA	94610	rgottfriedclancy@jycajustice.org	<a href="https://jycajustice.org/">https://jycajustice.org/</a>
Girls inc. of Alameda County	To inspire all girls to be strong, smart, and bold.	Julayne	Virgil	Chief Executive Officer	510 16th Street	Oakland	CA	94612	info@girlsinc-alameda.org	<a href="https://girlsinc-alameda.org/">https://girlsinc-alameda.org/</a>
BANANAS	Bananas mission is to partner with families and child care providers to raise happy, confident children	Samantha	Hall	Director of Development and Communications	5232 Claremont Avenue	Oakland	CA	94618	samantha@bananasbunch.org	<a href="https://bananasbunch.org/">https://bananasbunch.org/</a>
The Mosaic Project	We work toward a peaceful future by uniting children of diverse backgrounds, providing them with essential community building skills, and empowering them to become peacemakers	Lara	Mendel	Executive Director	478 Santa Clara Avenue, Suite 200	Oakland	CA	94610	info@mosaicproject.org	<a href="https://mosaicproject.org/">https://mosaicproject.org/</a>
YR Media (Formerly Youth Radio)	A nonprofit national network of young journalists and artists	Kyra	Kyles	CEO	1701 Broadway	Oakland	CA	94612		<a href="https://yr.media/">https://yr.media/</a>
Beats Rhymes and Life	Empowering At-Promise Youth through the Therapeutic Power of Hip Hop Since 2004.	Rob	Jackson	Executive Director	450 Santa Clara Ave	Oakland	CA	94610	rob@bri-inc.org	<a href="http://bri-inc.org/">http://bri-inc.org/</a>
Oakland LGBT+ Community Center	Dedicated to enhancing and sustaining the well-being of lesbian, gay, bisexual, transgender, and queer (LGBTQ) individuals, our families and allies, by providing educational, social, and health related activities, programs and services.	Joe	Hawkins	CEO/ Co-Founder	3207 Lakeshore Ave	Oakland	CA	94610	joe.hawkins@oaklandlgbtcenter.org	<a href="https://www.oaklandlgbtcenter.org/">https://www.oaklandlgbtcenter.org/</a>
We Lead Ours (WELO)	We Lead Ours (WELO), a non-profit organization, has a proven track record for responsible community building and development. At WELO, youth are exposed to positive, enriching environments filled with educational, community, and service orientated activities - activities that help build self-esteem, good communication, and strong personal values.	Dwayne	Aikens, Jr	Co-Founder	55 Santa Clara Ave	Oakland	CA	94610	mrdaikensjr@weleadours.org	<a href="https://www.weleadours.org/">https://www.weleadours.org/</a>
Acta Non Verba: Youth Urban Farm Project	Elevates life in Oakland and beyond by challenging oppressive dynamics and environments through urban farming. Founded and led mainly by women of color from the surrounding neighborhood and larger community, ANV creates a safe and creative outdoor space for children, youth, and families in East Oakland, CA. ANV engages and strengthens young people's understanding of nutrition, food production, the natural world and healthy living as well as strengthens their ties to the community.	Kelly	Carlisle	Founder & Executive Director	1001 83rd Ave	Oakland	CA	94621	kelly@anvfarm.org	<a href="https://anvfarm.org/">https://anvfarm.org/</a>
Bay Area Parent Leadership Action Network (PLAN)	We are a social justice organization that develops the leadership and builds the power of parents to transform schools so that all children achieve student success. We believe that students succeed when parents feel heard, respected and lead educational change. We serve all nine counties of the Greater Bay Area with programs to develop the leadership and build the power of parents to transform schools and ensure that all students achieve student success.	Pecolia	Manigo	Executive Director	7200 Bancroft Ave Suite 269	Oakland	CA	94619	info@bayareaplan.org	<a href="https://www.bayareaplan.org/">https://www.bayareaplan.org/</a>
Black Organizing Project	The Black Organizing Project is a Black member-led community organization working for racial, social, and economic justice through grassroots organizing and community-building in Oakland, California.	Jackie	Byers	Executive Director	1035 W Grand Ave	Oakland	CA	94607	jackie@blackorganizingproject.org	<a href="http://blackorganizingproject.org/">http://blackorganizingproject.org/</a>
Causa Justa: Just Cause	Builds grassroots power and leadership to create strong, equitable communities. Born through mergers between Black organizations and Latino organizations, we build bridges of solidarity between working class communities.	Vanessa	Moses	Executive Director	3022 International Boulevard, Suite 210	Oakland	CA	94601	vanessa@cjc.org	<a href="https://cjc.org/">https://cjc.org/</a>
Destiny Arts Center	We are inspiring and igniting social change through the arts.	Archie	Nagraj	Executive Director	970 Grace Ave	Oakland	CA	94608	info@destinyarts.org	<a href="https://destinyarts.org/">https://destinyarts.org/</a>
East Oakland Youth Development Center	EOYDC develops the social and leadership capacities of youth and young adults (ages 6 – 24) so that they are prepared for employment, higher education, and leadership opportunities.				8200 International Blvd	Oakland	CA	94621	infoplease@eoydc.org	<a href="http://eoydc.org/">http://eoydc.org/</a>
Health & Human Resource Education Center (HHREC)	The Health & Human Resource Education Center creates healthy communities through intergenerational and innovative approaches to wellness programs and services.	Talia	Benet	Executive Director	1905 San Pablo Ave	Oakland	CA	94612	Tbenet@hhrec.org	<a href="https://www.hhrec.org/">https://www.hhrec.org/</a>



# Research & Discovery

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## Listening Sessions

- Board President
- Head of Elementary School
- Co-Leads of Middle School
- Head of High School
- Parent Coordinator
- External stakeholders
  - Kimi Kean (co-founder & CEO, Families in Action for Quality Education)
  - Aron Michalski (Director, Bay Area Local Advocacy, CCSA)
  - Jumoke Hinton Hodge (Director, Plea Initiative)

## Written Surveys

- Teachers
- Board Members

# 25th Anniversary

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## **Faces of AIMS: Celebrating 25 Years of Excellence**

- Video showcasing the AIMS story legacy by connecting to today's continued successes
- Social Media campaign - 25 personal stories
- Updated AIMS logo
- Updated banner for website
- Timeline for website

# Next Steps

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- End of the year CBO outreach letter in collaboration with board report
- Website updates
- Presentation of Key Findings Report based upon listening sessions and surveys
- Development of Messaging Framework
- Media training for Board members
- Media coverage
- Create campaign strategy and creative collateral development for 25th anniversary

# Thank You!



Communication.  
It's in our D&A.



# Coversheet

## Consent Calendar

**Section:** III. Action Items  
**Item:** A. Consent Calendar  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

- 1.a\_Oakland Enrolls MOU.pdf
- 1.b\_BACR After School Agreement for AIMS MS and AIPCS II.pdf
- 1.c\_Expanded Learning Opportunity Plan - Update (AIMS HS, AIMS MS and AIPCS II).pdf
- 1.d\_Illuminate and PowerSchool contracts.pdf
- 1.e\_PowerSchool Conference, Las Vegas - Operations Department.pdf
- 1.f\_PowerSchool Conference, Las Vegas - AIMS Heads of School.pdf



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



**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



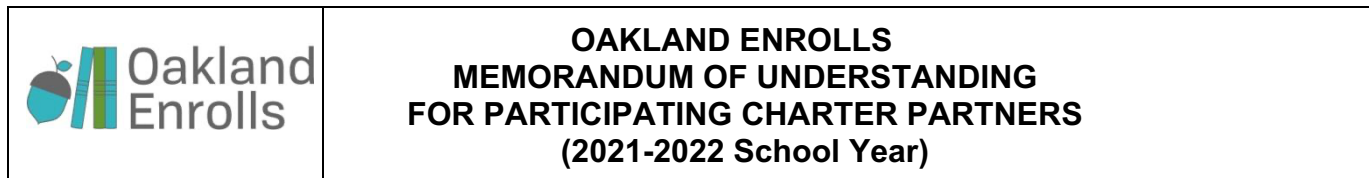
By: \_\_\_\_\_  
\_\_\_\_\_

By:     *Lisa Gibes de Gac*      
\_\_\_\_\_

Title: \_\_\_\_\_

Title: Lisa Gibes de Gac, Executive Director  
Oakland Enrolls





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:

**I. 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: American Indian Accepted and agreed to by: Oakland Enrolls  
Model Schools

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**

<b>Charter Partner will purchase:</b>	<b>Brief Description</b>	<b>Cost Per School</b>
<b>Required Services</b>		
<input checked="" type="checkbox"/> <b>Yes</b>	Common charter application with modules: application, communication, lottery, and waitlist. Fee includes enhancements and translation costs	<b>\$4,000 per school</b>
<b>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).</b>		
<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	Baseline Support	<b>\$4,000 per school</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Light Support	<b>\$6,000 per school</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Medium Support	<b>\$10,000 per school</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Intensive Support	<b>\$15,000 per school</b>
<b>Optional Services offered by Oakland Enrolls (see Appendix F for description of services)</b> Please select Yes or No <i>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.</i>		
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	On Time Applications Operations Support	<b>\$3,000 per school (Nov 1 2021- Feb 28 2022)</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Managing Ongoing Offers	<b>\$3,000 per school (Mar 1 2022 – Jun 30 2022)</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Managing Registration	<b>\$8,000 per school (Mar 1 2022 – Jun 30 2022)</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Custom Reports and Seat Offer Tool	<b>\$2,500 per school (varies)</b>
<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	Custom Outreach & Marketing Plan and Support	<b>\$8,500 per school (Sep 1 2021 – Apr 30 2022)</b>



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	<b># Schools</b>	3	<b>TOTAL COST</b>	<b>\$24,000</b>

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](mailto: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.

<u>School(s)</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
AIMS Schools (all 3)	Marisol Magana	Operations Director	<a href="mailto:marisol.magana@aimsk12.org">marisol.magana@aimsk12.org</a>	(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.

<u>School(s)</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
AIMS Schools (all 3)	Tiffany Tung	Operations Manager	<a href="mailto:Tiffany.tung@aimsk12.org">Tiffany.tung@aimsk12.org</a>	(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.

<u>School(s)</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
AIMS Schools (all 3)	Marisol Magana	Operations Director	<a href="mailto:marisol.magana@aimsk12.org">marisol.magana@aimsk12.org</a>	(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).

<u>School(s)</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
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	<a href="mailto:alexander.lee@aimsk12.org">alexander.lee@aimsk12.org</a>	510-893-8701
AIMS Schools (all 3)	Maya Woods-Cadiz	Superintendent	<a href="mailto:maya.woods-cadiz@aimsk12.org">maya.woods-cadiz@aimsk12.org</a>	510-893-8701
AIMS Schools (all 3)	Tiffany Tung	Operations Manager	<a href="mailto:Tiffany.tung@aimsk12.org">Tiffany.tung@aimsk12.org</a>	510-893-8701
AIMS Schools (all 3)	Mayra Contreras	Administrative Assistant/Registrar	<a href="mailto:mayra.contreras@aimsk12.org">mayra.contreras@aimsk12.org</a>	510-893-8701
AIMS Schools (all 3)	Laila Ahmad	Administrative Assistant	<a href="mailto:laila.ahmad@aimsk12.org">laila.ahmad@aimsk12.org</a>	510-893-8701
AIMS Schools (all 3)	Marisol Magana	Operations Director	<a href="mailto:marisol.magana@aimsk12.org">marisol.magana@aimsk12.org</a>	(510) 893-8701
AIMS Schools (all 3)	Chaniel Clark	Enrollment Coordinator	<a href="mailto:chaniel.clark@aimsk12.org">chaniel.clark@aimsk12.org</a>	(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	<a href="mailto:makaylah.wright-proctor@aimsk12.org">makaylah.wright-proctor@aimsk12.org</a>	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.

<u>School(s)</u>	<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
AIMS Schools (all 3)	Laila Ahmad	Administrative Assistant	<a href="mailto:laila.ahmad@aimsk12.org">laila.ahmad@aimsk12.org</a>	510-893-8701

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## **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 as 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	
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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*
<b>Tiered Service Pricing</b>	\$4,000	\$6,000	\$10,000	\$15,000
<b>Oakland Enrolls Tiered Services</b> Schools must choose one	<p><b>Operations</b></p> <ul style="list-style-type: none"> <li>- Operations Scorecard</li> <li>- Access to resource folder</li> <li>- Operations Newsletter</li> <li>- Operations Calendar</li> <li>- Operations Trainings</li> <li>- Creating portal logins for school admins</li> <li>- Standard automatic messaging</li> <li>- Support with troubleshooting, lottery setup, and registration (from software vendor support team only)</li> <li>- Ad hoc data pulls for aggregate student information</li> </ul> <p><b>Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>- OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes</li> </ul> <p><b>Network Benefits</b></p> <ul style="list-style-type: none"> <li>- Participate in a network that includes over 98% of Oakland's charter schools</li> <li>- Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement</li> <li>- Contributing to a system striving for equity in enrollment practices</li> <li>- Community of support and solidarity in face of shifting political winds</li> </ul> <p><b>Oakland Enrolls Council Membership</b></p> <ul style="list-style-type: none"> <li>- Voting</li> <li>- Quarterly update meetings</li> <li>- Network-wide enrollment updates</li> <li>- Updates from Oakland Enrolls Executive Director &amp; Team</li> </ul>	<p><b>Everything in Baseline, PLUS:</b></p> <p><b>Additional Operations:</b></p> <ul style="list-style-type: none"> <li>- Support with login issues</li> <li>- Help navigating reports/app index</li> <li>- Help navigating communications tab</li> <li>- Help editing student applications</li> <li>- Help managing student profiles</li> <li>- Customized automatic messaging</li> <li>- Support with application portal/vendor troubleshooting (from Oakland Enrolls team)</li> </ul> <p><b>Additional Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>-OE will correct On Time age/grade inconsistent applications by calling all families with age/grade discrepancies, collecting information, making changes and reporting to schools</li> </ul> <p><b>Marketing/Recruitment:</b></p> <ul style="list-style-type: none"> <li>- Marketing opportunities</li> <li>- Oakland Enrolls enrollment presentation/workshop to your school</li> <li>- Oakland Enrolls events calendar</li> </ul>	<p><b>Everything in Low-Touch, PLUS:</b></p> <p><b>Additional Marketing/Recruitment:</b></p> <ul style="list-style-type: none"> <li>- Creating and translating messages in application portal</li> <li>- Soft copy enrollment marketing materials for On-Time and Late Application periods</li> <li>- Outreach Trainings</li> <li>- Newsletter with resources and tips</li> <li>- Transition grade family enrollment packet materials</li> <li>- Will list your school in marketing materials to community partners</li> </ul> <p><b>Additional Data &amp; Analysis:</b></p> <ul style="list-style-type: none"> <li>- Pipeline report with applicant trajectory from application to enrollment</li> </ul>	<p><b>Everything in Medium-Touch, PLUS:</b></p> <p><b>Additional Marketing/Recruitment</b></p> <ul style="list-style-type: none"> <li>- Hard copy enrollment marketing materials for On-Time and Late Application periods</li> </ul> <p><b>Additional Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>- Summary of On-Time enrollment reports for each school</li> <li>- OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period</li> </ul> <p><b>Charter Advocacy:</b></p> <ul style="list-style-type: none"> <li>- OE's support in charter advocacy within Oakland</li> </ul>

### **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



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which 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 \_\_\_\_\_

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) <sup>1</sup>
<b>1</b>	\$50	\$25
<b>2</b>	\$75	\$50
<b>3</b>	\$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 15<sup>th</sup> 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

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<sup>1</sup> 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:

ATTN: Marisol Magana  
American Indian Public Charter School II  
171 12<sup>th</sup> Street  
Oakland, CA 94607  
510-220-9985 (Phone)

If to BACR:

ATTN: Martin Weinstein, CEO  
191 Carlos Drive  
San Rafael, CA 94903-2005  
415-444-5581 (Phone)  
415-444-5589 (Fax)  
[mweinstein@bacr.org](mailto: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 \_\_\_\_\_



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which 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 \_\_\_\_\_

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) <sup>1</sup>
<b>1</b>	\$50	\$25
<b>2</b>	\$75	\$50
<b>3</b>	\$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 15<sup>th</sup> 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

<sup>1</sup> 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 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:

ATTN: Marisol Magana  
American Indian Public Charter School II  
171 12<sup>th</sup> Street  
Oakland, CA 94607  
510-220-9985 (Phone)

If to BACR:

ATTN: Martin Weinstein, CEO  
191 Carlos Drive  
San Rafael, CA 94903-2005  
415-444-5581 (Phone)  
415-444-5589 (Fax)  
[mweinstein@bacr.org](mailto: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 \_\_\_\_\_



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which 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	<a href="mailto:riffat.akram@aimsk12.org">riffat.akram@aimsk12.org</a> <a href="mailto:natalie.glass@aimsk12.org">natalie.glass@aimsk12.org</a> <a href="mailto:christopher.ahmad@aimsk12.org">christopher.ahmad@aimsk12.org</a> 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](mailto: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	<a href="mailto:Riffat.akram@aimsk12.org">Riffat.akram@aimsk12.org</a> <a href="mailto:Natalie.glass@aimsk12.org">Natalie.glass@aimsk12.org</a> 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, AIMS K12 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]	
<p>Integrated student supports to address other barriers to learning</p> <p>On-Site Counselor</p> <p>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</p>	[\$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]
<p>Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs</p> <p>SEL Curriculum</p> <p>PBIS Training for Teachers</p> <p>SEL PD</p>	<p>Staff training SEL:\$2000</p> <p>PBIS Training: \$3000</p> <p>SEL PD - \$3500</p>	[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](mailto: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	<a href="mailto:maurice.williams@aimsk12.org">maurice.williams@aimsk12.org</a> 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]
<p>Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports</p> <p>Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.</p> <p>Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.</p> <p>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."</p>	[\$172,250]	[Actual expenditures will be provided when available]

<p>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.</p> <p>Academic Coaching: Provide extensive support for teachers through weekly coaching and professional development</p> <p>Student Tutors: Upperclassmen will be offered the opportunity to tutor underclassmen</p> <p>Instructional Aide: Provide additional support in classroom for students</p> <p>Schoology: from rostering classes and syncing grades to tracking teacher PD and using data to understand student performance</p>		
<p>Integrated student supports to address other barriers to learning</p>	<p>[\$ 0.00]</p>	<p>[Actual expenditures will be provided when available]</p>
<p>Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports</p>	<p>[\$ 0.00]</p>	<p>[Actual expenditures will be provided when available]</p>
<p>Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility</p> <p>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:</p>	<p>[\$ 44,497]</p>	<p>[Actual expenditures will be provided when available]</p>

<p>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.</p> <p>Hire a data analyst to synthesize and analyze data and review student learning trends.</p>		
<p>Additional academic services for students</p> <p>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. <b>(5-Year Contract)</b></p> <p>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. <b>(5-Year Contract)</b></p> <p>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. <b>(5-Year Contract)</b></p>	<p>[\$ 33,974]</p>	<p>[Actual expenditures will be provided when available]</p>
<p>Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs</p>	<p>[\$21,950]</p>	<p>[Actual expenditures will be provided when available]</p>

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](mailto: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



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



# 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  
 Valid Through: 6/12/2021  
 Prepared By: Angela Turner  
 Start Date: 6/1/2021  
 End Date: 6/30/2024  
 Quote Term: 37

Customer: American Indian Model School  
 Address: 171 12th St  
 Oakland, California 94607-4900  
 Contact: Marisol Magana  
 Phone: 5108938701

## 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	
<b>Implementation Phase Subtotal:</b>				\$3,625.00
<b>Implementation Phase Grand Total:</b>				\$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
<b>Year 1 Subtotal:</b>				\$7,875.00
<b>Year 1 Grand Total:</b>				\$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
			<b>Year 2 Subtotal:</b>	\$7,875.00
			<b>Year 2 Grand Total:</b>	\$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
			<b>Year 3 Subtotal:</b>	\$7,875.00
			<b>Year 3 Grand Total:</b>	\$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



## 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 Illuminate 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.

**CLIENT: American Indian Model School**

By: \_\_\_\_\_  
Authorized  
Signature

By: \_\_\_\_\_  
Authorized  
Signature

Name:

Name: **Marisol Magana**

Title:

Title:

Date:

Date:



# 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
			<b>Year 1 Subtotal:</b>	\$11,054.00
			<b>Year 1 Grand Total:</b>	\$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
			<b>Year 2 Subtotal:</b>	\$11,936.75
			<b>Year 2 Grand Total:</b>	\$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
			<b>Year 3 Subtotal:</b>	\$12,500.95
			<b>Year 3 Grand Total:</b>	\$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.

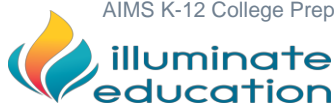
In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is 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 Illuminate 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.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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
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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
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Training Services Total: **USD 1,800.00**

Quote Total

<b>Initial Term</b>	<b>2-JUN-2021 - 1-JUN-2022</b>
<b>Initial Term Total</b>	<b>USD 21,270.00</b>

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  
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 2-JUN-2021

American Indian Model Schools  
Signature:

Printed Name:

Title:

Date:

# Statement of Work

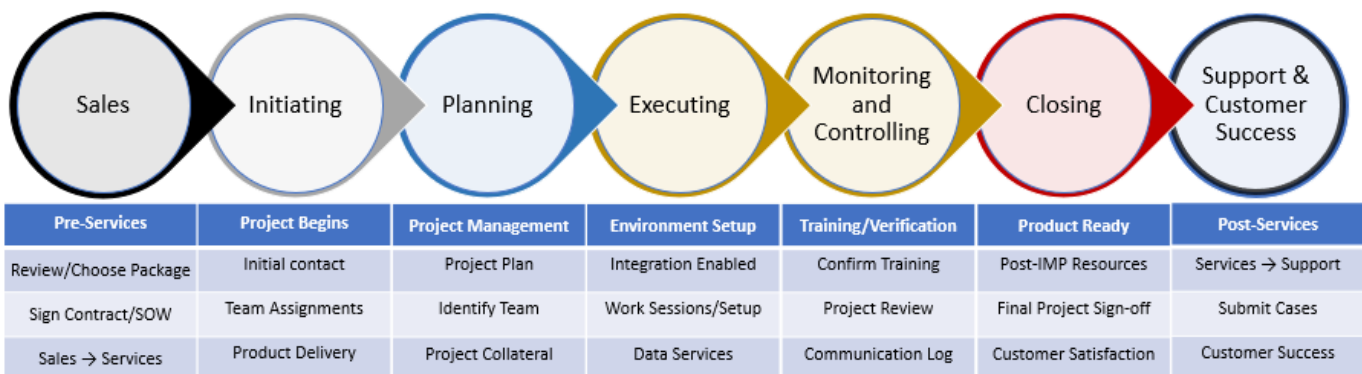
## Purpose of Document

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.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current 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 sirPowered by BoardOnTrackre entirely coincidental.



## 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.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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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 – [pmleadership@powerschool.com](mailto:pmleadership@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.

Released January 2021

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# 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

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# 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.

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# 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

## 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.



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
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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
<b>License and Subscription Totals:</b>			<b>USD 11,914.00</b>

**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
<b>Professional Services and Setup Fee Totals:</b>			<b>USD 9,000.00</b>

**Training Services**

PowerSchool Performance Matters Training Remote	2.50	Day	USD 3,750.00
<b>Training Services Total:</b>			<b>USD 3,750.00</b>

**Quote Total**

<b>Total Discount:</b>	<b>USD 1,500.00</b>
<b>Initial Term</b>	<b>25-MAY-2021 - 24-MAY-2022</b>
<b>Initial Term Total</b>	<b>USD 24,664.00</b>

**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
<b>Annual Ongoing Fees Total:</b>			<b>USD 11,914.00</b>



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/>



# Statement of Work

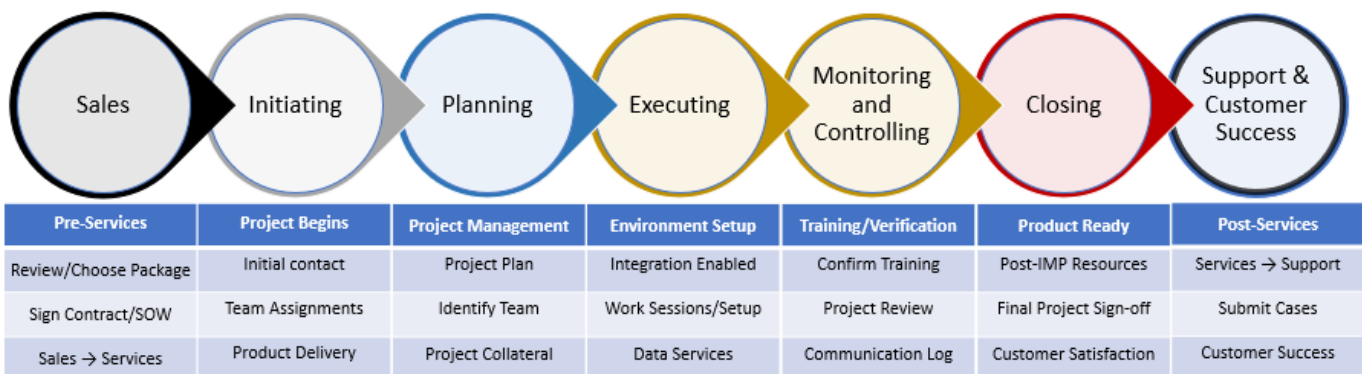
## Purpose of Document

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.



Released January 2021

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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 – [pmleadership@powerschool.com](mailto:pmleadership@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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# 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

# 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



# 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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# 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):

# Performance Matters Assessment & Analytics

## Basic Statement of Work

Session	Topics
<b>Planning</b>	
<b>Session 1: Kickoff Meeting</b>	Review Implementation Process, Deliverables, Expectations, Project Plan Capture answers to Discovery Questions
<b>Executing</b>	
<b>Session 2: Core Data</b>	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
<b>Session 3: Assessment Data Review</b>	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
<b>Session 4: Settings and Permissions</b>	Review imported assessment data and signoff on each assessment type Review and configure settings and permissions
<b>Session 5: Student Login, Custom User Files</b>	Review Student Login and Custom User files Review scanner setup (if applicable)
<b>Session 6: Custom Filter, Student Portal</b>	Discuss process for updating non-staff users Review Custom Filter File Review Student Portal Review and schedule training
<b>Session 7: Early Warning System (EWS)</b>	Review and configure EWS Confirm EWS configuration completed
<b>Session 8: Project Review</b>	Ensure any outstanding items are addressed Introduce project closure process and next steps
<b>Monitoring</b>	
<b>Session 9: Admin Walkthrough</b>	Review solution end-to-end Discuss next steps and roll-out plan Review and complete Confirmation of Deliverables document
<b>Session 10: Transition to Support</b>	Review methods for contacting Support Introduce next steps and complete implementation project

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# 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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# 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 be 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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Document Owner: PowerSchool Group LLC, Product Deployment Solutions



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

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
	<b>Estimated Cost</b>	<b>\$6,836</b>

### **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



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

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 **attend 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

Powered by BoardOnTrack 131 of 222



## Coversheet

### Board Authorization for the AIMS President and Superintendent to sign the Ballot in favor of the formation of the Oakland Chinatown Benefit Business Improvement District 2021

**Section:** III. Action Items

**Item:** B. Board Authorization for the AIMS President and Superintendent to sign the Ballot in favor of the formation of the Oakland Chinatown Benefit Business Improvement District 2021

**Purpose:** Vote

**Submitted by:**

**Related Material:**

III.B\_Board Authorization for the AIMS to sign the Ballot in favor of the formation of the Oakland Chinatown Benefit Business Improvement District 2021.pdf

III.B\_Chinatown CBD Agenda Report.pdf

III.B\_CBD Legislation.pdf

III.B\_CBD Report Attachment A.pdf

III.B\_CBD Attachment B.pdf

III.B\_CBD Attachment C.pdf



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



# AGENDA REPORT

**TO:** Edward D. Reiskin  
City Administrator

**FROM:** Alexa Jeffress  
Director, Economic &  
Workforce Development  
Department

**SUBJECT:** Chinatown Business Improvement  
District 2021

**DATE:** May 13, 2021

City Administrator Approval

Date: May 26, 2021

## RECOMMENDATION

**Staff Recommends That The City Council Adopt A Resolution (1) Declaring An Intention To Form The Chinatown Community Benefit Business Improvement District 2021 ("Chinatown BID 2021"); (2) Granting Preliminary Approval Of The Chinatown BID 2021 Management Plan; (3) Directing Filing Of The Proposed Chinatown BID 2021 Assessment District Boundary Description With The City Clerk; (4) Directing Distribution Of A Ballot To All Affected Property Owners In The Proposed Chinatown BID 2021 To Determine Whether A Majority Protest Exists; And (5) Scheduling A Public Hearing For July 20, 2021.**

## EXECUTIVE SUMMARY

Adoption of the attached Resolution of Intention will initiate a special election and legislative process to determine whether the proposed Chinatown Community Benefit District 2021 (hereinafter as Chinatown BID 2021 or Chinatown CBD 2021) can be formed. Property-based Business Improvement Districts (BIDs), also known as Community Benefit Districts (CBDs), provide opportunities for property owners to support the vitality of their commercial neighborhoods. Chinatown is a significant cultural asset to the City. The Oakland Chinatown community has been contemplating a BID formation for many years and has conducted extensive outreach and engagement with Chinatown stakeholders through the Chinatown Chamber of Commerce.

The proposed Chinatown BID 2021 would generate special assessment revenues of approximately \$1,309,837 per year for a period of 10 years, or up to approximately \$16 million over the life of the district. Effective dates of the assessment will be July 1, 2021, through June 30, 2031, and related special benefit services will be provided January 1, 2022, through December 31, 2031. The use of these funds would be consistent with the Management Plan (**Attachment A**) drafted by district representatives and could include but is not limited to: civil sidewalks security services by the Chinatown ambassadors program, special benefit cleaning, marketing, hospitality, public right of way beautification and other economic development services within the district.

City Council  
June 1, 2021

Edward D. Reiskin, City Administrator  
 Subject: Chinatown Business Improvement District 2021  
 Date: May 13, 2021

Page 2

## **BACKGROUND / LEGISLATIVE HISTORY**

In 1999, the City Council adopted the City of Oakland Business Improvement Management District Ordinance (Ordinance No. 12190 C.M.S., codified as Chapter 4.48 of the Oakland Municipal Code) which allows for the formation of property-based special assessment areas, called business improvement districts (BIDs). Such districts are geographically defined and are managed through a private/public partnership which administers and oversees enhancement services, activities and programs above the existing municipal services. The management of the BID services are paid for through the special assessment charged to all property members within the district.

The Oakland City Council also authorized initiation of the Neighborhood Business Improvement District Program in 1999 (Resolution No. 75323 C.M.S.) to assist neighborhood representatives in their efforts to form such districts.

In Fall of 2020, the Oakland Chinatown Chamber of Commerce led a steering committee comprised of community residents and property stakeholders who hired New City America, Inc., a private consultant firm, to assist with the feasibility study and formation of the proposed Chinatown CBD 2021.

### **Geographic Boundaries, Assessments and Benefits**

The proposed boundaries of the Chinatown CBD 2021 include approximately 52 square blocks consisting of 1,293 parcels (1,277 assessed) owned by 1,033 property owners, including parcels owned by the City of Oakland, with projected first year revenues of \$1,309,837. The proposed Chinatown CBD 2021 is generally bounded by:

- On the south: the 880 freeway from Fallon Street on the east to Franklin Street on the west.
- On the north: the parcels on both sides of 13th Street from Webster Street on the west to Lakeside Drive on the east.
- On the west: due to the inclusion of Chinatown properties in the 2018 renewal of the Downtown Community Benefit District, the western boundary continues east to the intersection of Franklin Street and 8th Street, then running up Franklin to include all of the parcels on the east side of Franklin up to the intersection of 11th and Franklin Streets, excluding all of the parcels on the east and west side of the street, facing on to Franklin Street. More info can be found in the maps provided in the Plan and Engineer's Report.
- On the east: the parcels on the west side of Fallon Street from the 880 freeway to 10th Street, and then including both the Oakland Museum and Kaiser Convention Center sites, continuing on the west side of 14th Street up to both sides of 14th Street and Lakeside Drive.

A map of the proposed Chinatown BID 2021 boundaries appears in Section IV of the attached Chinatown CBD 2021 Plan (***Attachment A***) and in Appendix 2 of the attached Chinatown CBD 2021 Engineer's Report (***Attachment B***).

City Council  
 June 1, 2021

Edward D. Reiskin, City Administrator  
Subject: Chinatown Business Improvement District 2021  
Date: May 13, 2021

Page 3

The proposed Chinatown BID 2021 district will be serviced by two geographically based Benefit Zones. The specific land uses in the two Benefit Zones will have different assessments based upon the ownership, use and function of the parcel(s).

A map of the two Benefit Zones serving the proposed Chinatown BID 2021 boundaries appears in Appendix 2 of the attached Chinatown CBD 2021 Engineer's Report (**Attachment B**).

Activities completed by the Chinatown BID 2021 will be detailed in annual reports to the City Council and could include but are not limited to: special benefit cleaning, hospitality ambassadors, enhanced public safety efforts and various marketing and promotional activities.

### Approval Process

To adopt the attached Resolution of Intention, the City Council would need to first receive a petition in favor of forming the Chinatown BID 2021, endorsed by property owners consisting of more than 30 percent of the weighted value of the property assessments that would be imposed if the Chinatown BID 2021 is established. If the petition is duly endorsed, the City Council may adopt the attached proposed Resolution of Intention and conduct a public hearing not less than 45 days after notice of the public hearing is published.

The City Council shall approve formation of the Chinatown BID 2021 and the assessment if, at the close of the public hearing, a majority protest is not established. A majority protest exists if, upon the conclusion of the public hearing, ballots submitted in opposition to the establishment of the Chinatown BID 2021 and corresponding property assessment exceed the ballots submitted in favor of the Chinatown BID 2021 and corresponding property assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation upon the affected property. The results of the balloting will be heard at a public hearing to be scheduled for July 20, 2021, at which time the City Council will also hear public testimony and make a final decision regarding Chinatown BID 2021 formation.

Upon passage of the Resolution of Intention, ballots (**Attachment C**) will be mailed to each affected property owner pursuant to the City of Oakland's Business Improvement Management District Ordinance, Oakland Municipal Code (OMC) Chapter 4.48 (Ordinance No. 12190 C.M.S., 1999, as amended by Ordinance No.13322 C.M.S., 2015) and State Proposition 218.

### ANALYSIS AND POLICY ALTERNATIVES

Formation of the proposed Chinatown BID 2021 would represent the ninth property-based BID to be formed in Oakland. Collectively, these districts have contributed significantly to Oakland's economic development and continue to contribute approximately \$6.6 million per year in property tax assessments that are spent on enhanced services and activities. As more mixed-use development occurs in Oakland commercial zones, residential property owners have also begun to benefit from special benefit services provided by BID special assessment districts. As such the cumulative impact of BIDs continues to grow, making them an increasingly useful tool for supporting broader revitalization efforts in Oakland's commercial neighborhoods.

City Council  
June 1, 2021

Edward D. Reiskin, City Administrator  
 Subject: Chinatown Business Improvement District 2021  
 Date: May 13, 2021

Because BIDs are self-initiated, self-funded, and self-administered, there is limited fiscal impact to the City associated with the proposed district formation beyond any assessment on City-owned property and the cost of staff time to provide technical assistance to the formation effort and ongoing administration of the citywide BID program. The cost of City staff time will already be accounted for in the City’s proposed Fiscal Year (FY) 2021-23 budget.

The initiative taken by district stakeholders to form the proposed special assessment district also represents a productive step towards community self-empowerment as well as a viable opportunity to cultivate additional public-private investment partnerships.

If approved by affected property owners under the procedure set forth primarily in OMC Section 4.48.070, the proposed Chinatown BID 2021 will generate approximately \$1,309,837 in year one and up to approximately \$16 million over the 10-year term of the district (if allowable five percent annual increases to the assessments are taken).

Since the proposed Chinatown BID 2021 area includes a number of City-owned parcels, the City would owe approximately \$104,781.38 in FY 2021-22 and an estimated maximum of \$1,317,928.94 over the 10-year life of the district for assessments on 16 City-owned properties located within the Chinatown BID 2021 boundaries. See **Table 1** below for complete list of City-owned properties in the Chinatown BID assessment area.

Given the limitations on municipal funding and a growing need to identify alternate economic development revenue sources, the proposed special assessment district and corresponding City assessment could be considered a reasonable leveraging of public funds. Special benefit services to be provided by the proposed district are intended to improve the conditions of the affected commercial corridor and to stimulate ongoing economic revitalization consistent with City Council goals and objectives.

**FISCAL IMPACT**

There is no fiscal impact from the approval of this legislation for the intention to form a Chinatown Community Benefit Business Improvement District.

The cost of City staff time to provide technical assistance to the BID formation effort and ongoing administration of the citywide BID Program is accounted for in the City’s current proposed Budget and will also be included in future budget development processes as this program continues to expand.

If after the public hearing a majority protest does not exist and Chinatown BID 2021 is formed, a cumulative and approximate annual assessment of \$104,781.38 would be levied on 16 City-owned properties located within the proposed district as follows in **Table 1**:

**Table 1: List of City properties subject to FY 2021-22 Chinatown BID 2021 Assessment**

Fund Source No.	APN	Site Description	FY 2021-22 Assessment	Owner
	001-0177-001-00	1639TH ST	\$7,809.04	CITY

Edward D. Reiskin, City Administrator  
 Subject: Chinatown Business Improvement District 2021  
 Date: May 13, 2021

Page 5

	001-0179-001-01	822 ALICE ST	\$1,069.92	CITY
	001-0179-001-02	ALICE ST	\$329.92	CITY
	001-0183-001-00	640 HARRISON ST	\$13,528.80	CITY
	002-0060-004-00	FRANKLIN ST	\$0.00	CITY
	002-0060-005-00	FRANKLIN ST	\$0.00	CITY
	002-0060-006-00	FRANKLIN ST	\$0.00	CITY
	002-0071-001-00	250 10TH ST	\$14,053.85	CITY
	002-0089-001-00	125 14TH ST	\$12,465.50	CITY
	002-0091-001-00	OAK ST	\$6,829.65	CITY
	002-0093-006-01	52 9TH ST	\$1,428.60	CITY
	002-0100-002-00	1220 HARRISON ST	\$0.00	CITY
	002-0100-003-00	1220 HARRISON ST	\$0.00	CITY
	002-0100-005-00	1220 HARRISON ST	\$0.00	CITY
	002-0100-011-00	1220 HARRISON ST	\$4,041.10	CITY
	018-0450-004-00	1000 OAK ST	\$43,225.00	CITY
		<b>Grand Total</b>	<b>\$104,781.38</b>	

Funds to pay FY 2021-22 assessments on City properties would need to be included in the City's FY 2021-23 Biennial Budget and would also be included in future budget development processes for an estimated maximum of \$1,317,928.94 over the 10-year life of the district, considering the possible five percent annual rate increase. Payment of the Chinatown BID assessments would be funded from the General Purpose Fund. A resolution to approve payment of the City's assessments will be included in the upcoming July 20, 2021 public hearing agenda materials.

The largest single assessment of City properties would be 1000 Oak Street which includes an annual assessment of \$43,225 which is for the Oakland Museum of California (OMCA). The City of Oakland owns the property and is in a long-term lease with OMCA. OMCA has indicated support for the formation of the Chinatown BID 2021 and is exploring ways to potentially offset the City costs associated with the BID property tax levy. Discussions are still preliminary, and if the BID is successfully formed, there would be opportunities to explore options with the OMCA to offset City costs. This would require separate City/OMCA action outside of the BID formation process.

Per the proposed Chinatown CBD 2021 Management Plan (**Attachment A**), assessment rates may increase by up to five percent per year beginning in year two of the district's 10-year term and contingent upon a recommendation by the Chinatown BID 2021 Advisory Board and City Council approval. If the City acquires additional affected properties during the BID's proposed 10-year term, funding sources for related assessments owed will be identified as part of the City's ongoing budget development processes.

If the Chinatown BID 2021 and corresponding special property assessments are approved, the City Treasury Bureau will provide invoices to tax exempt entities that are not on the County of Alameda's property tax roll. For taxable entities, the County of Alameda will add the assessment as a line item to the annual property tax bill of each affected property owner and remit the

City Council  
 June 1, 2021

Edward D. Reiskin, City Administrator  
 Subject: Chinatown Business Improvement District 2021  
 Date: May 13, 2021

Page 6

amount collected (less the County's collection fee of approximately 1.7 percent of total assessment) to the City. The City, in turn, will disburse the funds to the district, pursuant to a written agreement between the City and the district's designated non-profit management corporation.

The written agreement between the City and the designated non-profit BID management corporation also provides for an administrative fee to be charged to the Chinatown BID 2021 to recover the City's costs of administering the district, including costs incurred by the Treasury Bureau for providing the services described above.

Lastly, if the Chinatown BID 2021 is formed, program guidelines state that the City is expected to maintain a baseline level of service within the district equivalent to the level prior to formation of the assessment district. Maintaining baseline services, however, commits no additional City funds beyond what already exists. Proportional reductions to baseline services may occur resulting from changes in the City's overall financial condition.

### **PUBLIC OUTREACH / INTEREST**

For the City Council to adopt the attached Resolution of Intention, enabling legislation does not require City staff to conduct public outreach other than the required posting on the City's website. However, district stakeholders, including the Chinatown Chamber of Commerce, did perform outreach necessary to secure the requisite number of property owner petitions to qualify for adoption of the attached Resolution of Intention. In Fall of 2020, the Oakland Chinatown Chamber of Commerce led a BID steering committee comprised of community residents and property stakeholders.

### **COORDINATION**

The Budget Bureau and the Office of the City Attorney consulted in the preparation of this report, legislation and attachments.

### **SUSTAINABLE OPPORTUNITIES**

**Economic:** The proposed assessment will fund activities which are intended to support the eventual increase of property, sales, and business tax revenues, as well as increased job opportunities and on-going economic development in the historic Chinatown commercial district. Chinatown continues to be a core cultural district for the city of Oakland and enhancements are vital for economic sustainability and preservation of cultural assets.

**Environmental:** The proposed levy will enable the district to provide a safe walkable district of the affected commercial neighborhood by providing special benefit services such as enhanced sidewalk cleaning, graffiti removal, and trash removal along the affected commercial corridor.

**Race & Equity:** The proposed special assessment district will incorporate members of the affected commercial neighborhood into a productive and proactive entity representing the interests of that community. Stakeholders themselves will be responsible for administering

City Council  
 June 1, 2021



Edward D. Reiskin, City Administrator  
Subject: Chinatown Business Improvement District 2021  
Date: May 13, 2021

Page 7

district revenues which contributes to community self-empowerment which may, in turn, advance various race and equity goals. In addition, BID funding supports neighborhood revitalization through safety and cleaning programs and community identity through marketing and special event programs.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff Recommends That The City Council Adopt A Resolution (1) Declaring An Intention To Form The Chinatown Community Benefit Business Improvement District 2021 ("Chinatown BID 2021"); (2) Granting Preliminary Approval Of The Chinatown BID 2021 Management Plan; (3) Directing Filing Of The Proposed Chinatown BID 2021 Assessment District Boundary Description With The City Clerk; (4) Directing Distribution Of A Ballot To All Affected Property Owners In The Proposed Chinatown BID 2021 To Determine Whether A Majority Protest Exists; And (5) Scheduling A Public Hearing For July 20, 2021.

For questions regarding this report, please contact Jonathan Spencer, Urban Economic Analyst II, at 510-238-3322.

Respectfully submitted,



for

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ALEXA JEFFRESS  
Director, Economic & Workforce Development  
Department

Reviewed by:  
Micah Hinkle  
Deputy Director, Economic & Workforce  
Development Department

Prepared by:  
Jonathan Spencer, Urban Economic Analyst II

- Attachments (3):
- A. Chinatown BID 2021 Management Plan
  - B. Chinatown BID 2021 Engineer's Report
  - C. Chinatown BID 2021 Sample Ballot

City Council  
June 1, 2021

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ C.M.S.

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### RESOLUTION:

- 1) **DECLARING AN INTENTION TO FORM THE CHINATOWN COMMUNITY BENEFIT BUSINESS IMPROVEMENT DISTRICT 2021 ("CHINATOWN BID 2021"); AND**
- 2) **GRANTING PRELIMINARY APPROVAL OF THE CHINATOWN BID 2021 MANAGEMENT PLAN; AND**
- 3) **DIRECTING FILING OF THE PROPOSED CHINATOWN BID 2021 ASSESSMENT DISTRICT BOUNDARY DESCRIPTION WITH THE CITY CLERK; AND**
- 4) **DIRECTING DISTRIBUTION OF A BALLOT TO ALL AFFECTED PROPERTY OWNERS IN THE PROPOSED CHINATOWN BID 2021 TO DETERMINE WHETHER A MAJORITY PROTEST EXISTS; AND**
- 5) **SCHEDULING A PUBLIC HEARING FOR JULY 20, 2021.**

**WHEREAS**, the City Council of the City of Oakland enacted the City of Oakland Business Improvement Management District Ordinance (Oakland Municipal Code (O.M.C.), Chapter 4.48) (hereinafter "BIMD Ordinance") establishing the procedures for the formation of business improvement management districts; and

**WHEREAS**, the City Council approved a Neighborhood Business Improvement District ("NBID") Program pursuant to Oakland City Council Resolution No. 75323 C.M.S., dated November 9, 1999, to provide technical and financial assistance to stakeholder groups of business and property owners in the City to assist in the formation of such districts; and

**WHEREAS**, business and property owners in the Oakland Chinatown area have submitted a petition under the BIMD Ordinance (O.M.C. section 4.48.050.A) to form the Chinatown Community Benefit Business Improvement District 2021 ("Proposed District") and seek qualification as a Business Improvement Management District ("BIMD") under Oakland's BIMD Ordinance; and

**WHEREAS**, the Preliminary Report of the City Administrator containing all information required by the BIMD Ordinance has been prepared and was filed with the Office of the City Clerk on May 19, 2021; and

**WHEREAS**, a Management Plan for the operation of the Proposed District (“District Plan”), which is attached hereto and incorporated herein as **Exhibit A**, has been prepared in accordance with the provisions of Article XIII of the California Constitution and the BIMD Ordinance, and has been placed on file with the Office of the City Clerk for proceedings in formation of the Proposed District; and

**WHEREAS**, the Proposed District consists of approximately 52 square blocks of 1,293 parcels owned by 1,033 property owners, including the City of Oakland, as specifically described in the Boundary Map found in Appendix 2 of the District Plan; and

**WHEREAS**, the District Plan contains a detailed engineer’s report prepared by a registered professional engineer recognized by the State of California (see Attachment 1 to the District Plan, Engineer’s Report); and

**WHEREAS**, the District Plan provides for enhanced cleaning, ambassador services, special benefit cleaning, marketing, hospitality, public right of way beautification, promotional activities, and improvements of particular benefit to the properties located within the Proposed District; and

**WHEREAS**, the proposed assessment to be levied against each property in the Proposed District is based on lot square footage, building square footage, linear frontage, and land use of each parcel located within the Proposed District, and the amount of the assessment proposed for each property is contained in the Engineer’s Report (see Attachment 1 of the District Plan, Appendix 1 of the Engineer’s Report); and

**WHEREAS**, the total amount in assessments that will be collected for the Proposed District in the first year is One Million Three Hundred Nine Thousand Eight Hundred Thirty-Seven dollars (\$1,309,837); and

**WHEREAS**, the District Plan provides that any increase in the amount of the assessment upon affected properties shall not exceed 5% per year for the duration of the Proposed District; and

**WHEREAS**, the Proposed District’s assessment shall be effective for a period of ten (10) years beginning July 1, 2021 through June 30, 2031 as provided for in the District Plan and related special benefit services will begin January 1, 2022 and end December 31, 2031; and

**WHEREAS**, the assessment shall be attached to the property and collected with the annual county property taxes, and in certain cases through a special municipal billing, and shall continue annually as provided for in the Chinatown BID 2021 Plan for each year that the Proposed District is in existence unless modified by the City Council on the recommendation of the Advisory Board for the Proposed District; and

**WHEREAS**, the Proposed District will terminate in 10 years at the end of 2031, as required by the BIMD Ordinance (O.M.C. section 4.48.080); now, therefore, be it

**RESOLVED:** That the City Council declares its intention to form a Chinatown Business Improvement Management District pursuant to Chapter 4.48 of the Oakland Municipal Code; and be it

**FURTHER RESOLVED:** That the name of the Proposed District will be the Chinatown Community Benefit Business Improvement District 2021; and be it

**FURTHER RESOLVED:** That the proposed assessments to be levied against each property in the Proposed District is based on lot square footage, building square footage, linear frontage, and land use of each parcel located within the Proposed District; and be it

**FURTHER RESOLVED:** That the total amount in assessments that will be collected for the Proposed District in the first year is One Million Three Hundred Nine Thousand Eight Hundred Thirty-Seven dollars (\$1,309,837) and that the amount chargeable to each parcel shall be the amount shown in the Engineer's Report of the Chinatown CBD Plan 2021 (see Attachment 1 of the District Plan, Appendix 1 of the Engineer's Report) if the Proposed District is established; and be it

**FURTHER RESOVLED:** That any increase in the amount of the assessment upon affected properties shall not exceed five percent (5%) per year for the duration of the Proposed District; and be it

**FURTHER RESOLVED:** That the boundaries of the Proposed District shall be those set forth in the Boundary Map found in Appendix 2 of the Engineer's Report; and be it

**FURTHER RESOLVED:** That a public hearing on formation of the Proposed District will be held on July 20, 2021, at 1:00 p.m. in the City Council Chambers in City Hall, located at 1 Frank H. Ogawa Plaza, Oakland California, or via teleconference as may be mandated by State or County emergency health orders; and be it

**FURTHER RESOLVED:** That, at any time prior to the date of the public hearing, any person affected by the proposed assessment, may submit a written protest describing his or her objections to formation of the Proposed District, the boundaries of the Proposed District, the proposed assessment, or the types of improvements and activities proposed to be funded by the assessments, or describing any other alleged irregularity or insufficiency in these proceedings; and be it

**FURTHER RESOLVED:** That any written protest shall be filed with the Office of the City Clerk and shall, in addition to describing all objections to and alleged defects in formation of the Proposed District, contain the following information:

1. A description of the property, by address or Assessor Parcel Number (APN), that will be affected by the proposed assessment,
2. The amount of the proposed assessment upon said property,
3. The full name of the owner of the property that will be subject to the assessment, and
4. The full name of the person submitting the written protest if different from the owner of the property, and his or her relationship to the owner of the property

; and be it

**FURTHER RESOLVED:** That written protests that do not comply with the requirements stated above will not be considered; and be it

**FURTHER RESOLVED:** That at the public hearing all written protest and the testimony of all interested persons for or against the establishment of the Proposed District, the proposed assessment, the boundaries of the Proposed District, or the furnishing of the specified types of improvements or activities will be heard; and be it

**FURTHER RESOLVED:** That at the conclusion of the public hearing all ballots cast in favor of and against the Proposed District shall be tabulated, and the results of the tabulation shall be reported to the City Council; and be it

**FURTHER RESOLVED:** That if a majority protest exists the proposed assessment will not be imposed; and be it

**FURTHER RESOLVED:** That, pursuant O.M.C. section 4.48.070(G), a majority protest exists if, upon the conclusion of the Public Hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted in proportion to the assessment upon the affected property; and be it

**FURTHER RESOLVED:** That if a majority protest does not exist, a resolution establishing the Chinatown Community Benefit Business Improvement District 2021 and levying the assessment will be adopted by the City Council, at the conclusion of the public hearing; and be it

**FURTHER RESOLVED:** That the City Clerk is directed to mail by first-class mail a copy of this Resolution of Intention to form the Proposed District along with the ballot attached hereto as **Exhibit B** to each property owner in the proposed district, and to each local chamber of commerce and business organization known to be located within the Proposed District not less than forty-five (45) days before the scheduled public hearing; and be it

**FURTHER RESOLVED:** That the City Clerk is directed to publish this Resolution of Intention to form the Chinatown Community Benefit Business Improvement District 2021 in a newspaper of general circulation in the City at least (7) seven days before the public hearing; and be it

**FURTHER RESOLVED:** That following adoption of this resolution of intention, the City Clerk shall record a notice and map describing the assessment district pursuant to California Streets and Highways Code Division 4.5 (commencing with Section 3100).

3059644v11

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND  
PRESIDENT FORTUNATO BAS

NOES –

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_  
ASHA REED  
City Clerk and Clerk of the Council of the  
City of Oakland, California



# The Oakland Chinatown Community Benefit District Management District Plan

Final Plan – May 20, 2021

*Prepared pursuant to the City of Oakland's  
Business Improvement Management District Ordinance of 1999  
# 12190, Under Municipal Code Chapter 4.48  
for the Chinatown Oakland Business and Property Owners*

Prepared for:

The Oakland Chinatown Chamber of Commerce  
Oakland Chinatown CBD Steering Committee  
City of Oakland

Prepared by:

New City America, Inc.  
The Oakland Chinatown Community Benefit District Steering Committee



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## The Oakland Chinatown Community Benefit District 2021 Management District Plan

### Section Number

1.	Management District Plan Summary	3
2.	Oakland Chinatown CBD Boundaries	13
3.	District Improvement and Activity Plan	17
4.	Assessment Methodology	23
5.	District Rules, Regulations and Governance	35
6.	Implementation Timetable	35
7.	Assessment Roll of Properties Included	36

### Attachment:

#### A. Engineer's Report



## Section 1 Management District Plan Summary

The name of this Community Benefit District (“CBD”) is the Oakland Chinatown Community Benefit District (“Oakland Chinatown CBD” or the “District”). The District is formed under the Business Improvement Management District Ordinance of 1999 # 12190, Under Municipal Code Chapter 4.48 of the Oakland City Code relating to the establishment of Business Improvement Districts.

The levy of assessments on real property within the proposed District will fund physical improvements to individual properties, attract new customers, tenants, and increase business sales resulting in stabilized rents, particularly after the impact of COVID 19 on property owners throughout Chinatown. The assessments will fund maintenance, special events and activities, and other special benefits within the District, revitalizing the Oakland Chinatown area and creating jobs, attracting and retaining businesses, and reducing crime.

### Oakland Chinatown CBD Steering Committee

Since the fall of 2020, the Oakland Chinatown Chamber of Commerce, who has led the effort to investigate and form the Chinatown Community Benefit District, has worked to gauge support within the community for a new *Special Benefit District* for both the Chinatown property owners and business community alike. The Chamber hired New City America – a company specializing in *Special Benefit District* formation and management - to work with the Chinatown business and property owners to investigate the viability of a new Community Benefit District in Oakland’s historic Chinatown.

Since the initiation of work last fall, the Oakland Chinatown Community Benefit District Steering Committee has worked diligently to outreach to property owners and build a level of support for the new CBD. The Oakland Chinatown CBD Steering Committee, has met multiple times, has reviewed five versions of a management plan and finalized the boundaries, services, costs and term at its March 23<sup>rd</sup>, 2021, Steering Committee meeting. The CBD Steering Committee met on the following dates via video conferencing (due to COVID restrictions) in Chinatown to discuss the final plan:

November 15<sup>th</sup>, 2020

November 19<sup>th</sup>

December 10<sup>th</sup>  
January 14<sup>th</sup>, 2021  
February 4<sup>th</sup>  
February 23<sup>rd</sup>  
March 2<sup>nd</sup>  
March 4<sup>th</sup>  
March 15<sup>th</sup>  
March 23<sup>rd</sup>

The highest number of meeting attendants at these Steering Committee Zoom meetings was 35 participants.

**Priority Special Benefit Services/Survey**

This past December, a survey was sent out to all the property owners in the proposed CBD area, to ascertain their level of conceptual support for the services that would be funded through the establishment of a new Chinatown CBD. The support for the concept of a new Oakland Chinatown CBD was very strong. The survey tallied the support based upon the property variables that would be assessed in the ultimate funding of the special benefit services of the district. Those property variables include a parcel's lot size, linear frontage and building square footage. The results were as follows:

The survey, which was translated into Chinese, was mailed to almost 1,100 property owners and asked a variety of specific questions regarding property owner-funding of services over and above what the City was currently providing. We received 248 responses which supported the following priority services: outlined by the **responding property owners**:

- The number 1 priority special benefit service included regular sidewalk and gutter sweeping, graffiti removal and pressure washing by the new CBD. *(Approved with 67% of the respondents)*
- Number 2 was hiring special ambassadors or private security to walk and bike throughout Chinatown *(Approved by 58% of the respondents)*.
- Number 3 was supporting special events, holiday décor, street festivals, etc. *(Approved by 56% of the respondents)*
- Number 4 was funding special benefit services to respond to homeless, panhandling and loitering in Chinatown *(Approved by 56% of the respondents)*

Based upon these results, the Oakland Chinatown CBD Steering Committee determined that there was enough support to come up with a preliminary Management District plan. Based upon the survey results, the following property owners (as determined by their parcel dimensions and ownership), supported the formation of the new Chinatown CBD. *(The goal was to receive 30% support by linear frontage, 30% by lot size and 30% by building square footage).*

Survey results in support of the Chinatown CBD:

*34% of the building square footage.*

*36% of the lot size.*

*28% of the linear frontage.*

*Average support level: 32.6% of the overall property variables in the study area.*

### **Changes in Oakland's Chinatown**

In 2011, the State Legislature dismantled 408 redevelopment agencies, redirecting the flow of funds back to the counties, school districts, and cities rather than reinvesting back into redevelopment areas. The California League of Cities filed a lawsuit to stop this elimination, resulting in a 2011 California Supreme Court ruling ceasing the operations of all redevelopment agencies by February 2012.

Consequently, the method of financing used previously by the City of Oakland to fund Chinatown improvements no longer exists. In the past, the opportunity to fund pedestrian lighting, new sidewalks, and public improvements in Chinatown was typically been through this redevelopment, tax-increment financing. In light of the loss of that historic funding mechanism, the investigation of a new Chinatown CBD centered on these six questions:

1. *How to fund the programs that will make Oakland's Chinatown district brand become more positive in Alameda County.*
2. *How to create greater demand for Chinatown's buildings resulting in greater rental rates and commerce to businesses and tenants, particularly in light of the devastating impact of the COVID 19 pandemic, the demonstrations last summer that greatly impacted Chinatown, as well as the increasing violence against the Asian, particularly Chinese- American community throughout the country.*
3. *How to ensure that issues in the public rights of way, including people demonstrating questionable behavior, will be managed more consistent with standards in other communities.*
4. *How to drive more tenants to the buildings in Chinatown and attract more customers and visitors to rebuild the retail and restaurant sectors here.*
5. *How to ensure that the public rights of way will become more orderly and attractive and promote the culture and history of Oakland's Chinatown.*
6. *How to attract new mixed-use developments and new housing that will be built within walking district of the Chinatown/Lake Merritt BART station.*

### **How can a new CBD benefit property owners in Oakland's Chinatown?**

In summary, a Oakland Chinatown CBD is a *Special Benefits Assessment District* whereby property owners vote, through a mail ballot procedure, to supplement their property tax bills to pay for and control the assessments they generate through the CBD. *The CBD will not replace current City services, but it can fund solutions to supplement City services in the areas including:*

- Safety, petty criminal and homeless/vacancy problems
- Sidewalk cleanliness
- Increase the trimming and replacement of damaging trees and landscaping
- Install/improve decorative amenities such as street furniture/fixtures/equipment/lighting
- Promote and enhance the brand/image of Oakland Chinatown
- Manage events at in and around the the cultural facilities throughout the district
- Create a strong social media presence, and facilitate public relations for Oakland Chinatown businesses
- *Provide parking directional services and other mobility related activities*

- *Promote the many cultural amenities and cultural activities throughout Chinatown including current events (pre-covid), as well as the reopening of the Oakland Museum and the soon to be opened Kaiser Convention Center;*
- *Promoting public space development and placemaking*

**MOST IMPORTANTLY, THESE PROPERTY ASSESSMENT FUNDS WILL NOT REPLACE EXISTING CITY SERVICES IN CHINATOWN AND WILL BE CONTROLLED BY A NEW NON-PROFIT CORPORATION OF PROPERTY AND BUSINESS OWNERS, ESTABLISHED AFTER THE DISTRICT IS VOTED IN BY PROPERTY OWNERS.**

**Special Benefit Budget Category Analysis**

The Oakland Chinatown *Management District Plan* gives the property owners greater flexibility in determining the type and frequency of special benefit services that will be allocated on a year-to-year basis. As Chinatown evolves and re-emerges from the negative impact of COVID 19, services that are needed one year may not be needed the next. *Therefore, “bundles” or categories of special benefit funding are created and divided into four broad categories.*

The proposed Oakland Chinatown Community Benefit District, will fund special benefit services, over and above, what the City of Oakland and Alameda County are currently providing. Special benefits and supplemental to the general benefits paid for out of the City and County budgets. Those bundles including the following:

**CIVIL SIDEWALKS**

*Examples of this category of special benefit services and costs may include, but are not limited to:*

- Funding and implementation of the Chinatown Ambassador Program:
  - *Increase neighborhood vibrancy through beautification and relationship building with merchants, workers and residents, including but not limited to:*
    - *Provide safe passage to and from destinations within Chinatown by providing escorts, directions/wayfinding, and general assistance*
    - *Address non-criminal complaints and de-escalate when possible (loud noises, illegal dumping, etc.). Otherwise, contact medical and emergency services.*
    - *Conduct wellness checks of individuals in need, provide linkages and referrals to social services.*
    - *Provide local workforce development opportunities*
    - *Foster multiracial and intergenerational relationships to deepen and widen investment, care, and connection to Chinatown*
    - *Engage, integrate, and manage volunteers who want to be trained in beautification, safety strolling, de-escalation, data collection, and relationship building with local residents and merchants.*
- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing and new public spaces that are not park of the City of Oakland Park responsibilities

- Installation of and maintenance of hanging plants, planting flowers throughout the district
- Personnel to manage the in-house or contracted maintenance and/or security teams.

#### **DISTRICT IDENTITY AND PLACEMAKING**

*Examples of this category of special benefit services and costs may include, but are not limited to:*

- Web site development and updating
- Social media, hiring of a bilingual public relations firm
- Enhancing the current Chamber holiday and seasonal decorations
- Branding of the Oakland Chinatown CBD properties so a positive image is promoted to the public including the development of a new logo
- Enhancement to the current Chamber Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage the in-house or contracted public relations, web site maintenance or social media contractors

#### **ADMINISTRATION/PROGRAM MANAGEMENT**

*Examples of this category of special benefit services and costs may include, but is not limited to:*

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

#### **CONTINGENCY/CITY AND COUNTY FEES/RESERVE**

*Examples of this category of special benefit services and costs include, but is not limited to:*

- Delinquencies, City/County fees, reserves

Each section will give the property owner management corporation the overall percentages per services for the life of the District, but the flexibility to prioritize or minimize a line item service found within that category during the life of the District. The four categories of services include Civil Sidewalks, District Identity and Placemaking, Administration, and Contingency.

The categories of services and their percentages represent the service plan the Chinatown property owners will be voting on when the District comes up for a mail ballot later this Spring or during the summer.

#### **METHOD OF FINANCING**

The financing of the Oakland Chinatown CBD is based upon the levy of special assessments on real properties that receive special benefits from the improvements and activities based upon which Benefit Zone they are located within. See Section 4 for assessment methodology and compliance with Article XIII (d) of the California State Constitution. There will be five factors used in the determination of proportional costs to the parcels in the District. These five factors are:

- Linear frontage, on all sides of the parcel (excluding alleys)

- Lot size or the footprint of the parcel
- Building square footage. (with deductions made for internal, private parking structures within a building)
- Current and future residential condominiums that will be constructed within the District
- Location within one of the two geographic benefit zones of the district

In addition, other factors will be used to determined assessments based upon the anticipated benefit with the current land uses:

1. Single family residential parcels will be assessed for linear frontage, on all sides, only;
2. Residential condominiums will be assessed for their specific parcel building square footage only;
3. All public and ecumenically owned and operated parcels will be assessed for linear frontage and lot size only;
4. The Oakland Museum and Kaiser Convention Center, (both owned by the City of Oakland and leased to third parties), which are in Benefit Zone 2, will have their assessments applied to their massive building and linear frontages, as well as lot size that matches their building footprint.
5. Legally mandated affordable apartments, whether privately or owned by non-profit entities, will pay 50% of the building square footage costs or .10 per building square foot regardless of the Benefit Zone location. Those buildings though will pay full linear frontage and full lot size costs but will be paying \$0.10 per building square foot on the affordable housing apartments. Any commercial properties (unless mandated to be affordable), that are included in the development site, will pay the full assessment costs based upon their Benefit Zone. It will be up to the property owners to identify all legally assigned affordable housing units, either to the consultant writing this plan or the district management corporation once the CBD has been approved.

#### **Data and Benefit Zones**

There are 1,277 individual parcels owned by 1,010 property owners in the proposed Oakland Chinatown Community Benefit District.

The data that was obtained by Alameda County as well as input from the various property owners in Chinatown have yielded the following information which is to be used as the basis for the generation of revenue to fund the special benefits outlined in this Management Plan.

That data, as of January 1<sup>st</sup>, 2021 is as follows:

1,453 in linear feet for single family residences.

501,839 in building square footage for residential condominiums  
 3,260,163 in building square footage overall  
 3,170,096 in lot size  
 47,947 linear feet in linear frontage

The following description summarizes the two different Benefit Zones within the proposed Oakland Chinatown Community Benefit District. Both of the Benefit Zones are geographically based, additionally specific land uses will have different assessments based upon the ownership, use and function of the parcel(s). In general, the benefit one boundaries are proposed as follows:

**Zone 1. Core Area:** The core properties, in general that run from the east side of Franklin (except between 6<sup>th</sup> and 8<sup>th</sup> street where both sides of the street are assessed), up to 11<sup>th</sup> Street, then including both sides of Webster Street up to 13<sup>th</sup> Street, heading east on 13<sup>th</sup> Street from Webster Street to Lakeside Drive, then running south down Fallon Street, stopping at 12<sup>th</sup> Street. Parcels south of 10<sup>th</sup> Street, (except the Oakland Museum and Kaiser Convention Center) shall be in Zone 2. The boundary for Zone 1 continues along the north side of 10<sup>th</sup> Street, westward to Alice Street, which then turns south including all parcels on the west side of Alice southward to 6<sup>th</sup> Street and the 880 Freeway. Continuing along the north side of the 880 freeway at Alice Street, running westward to the parcels on the west side of Franklin Street at 6<sup>th</sup> Street. *The western boundary is uneven due to the fact that the Downtown Community Benefit District included various parcels within the historic Chinatown boundaries when the renewed in 2018.*

**Zone 2. Peripheral area:** The parcels, including the majority of single-family residential land uses south of the Lake Merritt BART station including all parcels on the east side of Alice Street to Fallon Street (west side of Fallon only and not including Laney College), and including all of the parcels between the north side of the 880 freeway to the south side of 10<sup>th</sup> Street between Alice Street and the east end of the Kaiser Convention Center. Benefit Zone 2 parcels include the BART station and related parking lots, the Kaiser Convention Center and the Oakland Museum.

**Costs:**

The costs per parcel are based upon the five factors listed on Page 8 above. The Benefit Zones are determined by the anticipated special benefits that a parcel will receive based upon its proximity to the core of the district, as well as the frequency of special benefit services that that parcel will be receiving. All assessments must be proportional to the special benefits received so we have agreed upon the following Benefit Zones.

**Proposed First Year Chinatown CBD Budget – 2022**

Category of Special Benefit Services	Annual Amount First Year	Percentage of total budget
Civil Sidewalks	\$865,000	66%
District Identity/Placemaking	\$180,000	14%
Administration	\$195,000	15%
Contingency	\$ 69,837	5%
<b>Total</b>	<b>\$ 1,309,837</b>	<b>100%</b>

**First Year Annual Costs Per Benefit Zone**



Property Variable	Benefit Zone 1	Benefit Zone 2
Building Square Footage	\$0.20	\$0.15
Lot size	\$0.15	\$0.08
Linear Frontage	\$5.00	\$3.00
Residential Condos Building Square Foot	\$0.20	\$0.20
Single Family Residential Linear Frontage Only	\$5.00	\$5.00

**Reimbursement of Formation Funds**

This plan authorizes the repayment of formation funds advanced by Chinatown stakeholders to cover the costs of the survey, calculation of results, the management district plan creation, approval by the CBD Steering Committee, the Assessment Engineers report, the petition drive and the balloting process to be conducted by the City of Oakland. An amount not to exceed \$120,000 shall be reimbursed to those property owners who invested in this process and they shall be repaid in the first three years of the formation of the district, based upon request and need.

**Cap**

The District budget and assessments may be subject to annual increases not to exceed 5% per year. Increases will be determined by the Owners’ Association/District Management Corporation and will vary between 0% and 5% annually. Changes in land uses, the development of vacant parcels, the conversion of tax exempt to profitable land uses, the demolition of buildings, building improvements that increase square footages, and new building construction or residential condominium development, may alter the District’s budget and individual property assessments. Linear frontage and parcel size are normally not altered in the redevelopment of a site. Changes to assessments are more likely to occur upon changes to building square footages. Changes may also occur upon the conversion of single parcels to multiple parcels due to the construction of residential and/or commercial condominiums.

**Bonds**

The District will not issue any bonds related to any program.

**District Formation**

Under the local enabling ordinance, District formation requires a submission of petitions from property owners in the proposed district representing more than 30% of the total assessments to be paid into the CBD.

Once the City verifies the petitions totaling a minimum of 30% (\$392,951.00) of the first year annual budget which is projected to be \$1,309,837.00 in assessments to the District,

the Oakland City Council may adopt a **Resolution of Intention** to mail out ballots to all affected property owners. The City will then hold a public hearing and tabulate the ballots. The Oakland Chinatown CBD will be formed if the weighted majority of all returned mail ballots support District formation and if the City Council adopts a **Resolution of Formation** to levy the assessments on the benefiting parcels. The date for that public hearing has not been scheduled but is assumed that it will be held in late July 2021, based upon the successful completion of the petition drive.

### **Term**

Under the Oakland local enabling ordinance,, the District may be established for a maximum of 10 years. State law and the local enabling ordinance permits an annual disestablishment of the District based upon petition and vote of the property owners. The threshold needed to trigger the balloting for the formation of the district is the same as the process for disestablishment of the district.

### **Time and Manner for Collecting Assessments**

The Oakland Chinatown CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Alameda Tax Assessor. The assessments are collected at the same time and in the same manner as ad valorem property taxes paid to the County of Alameda. The assessments have the same lien priority and penalties for delinquent payments as ad valorem property taxes. Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The “property owner” means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

### **Government Assessments**

The Oakland Chinatown CBD Management Plan assumes that the City of Oakland, the Successor Agency to the Redevelopment Agency of the City of Oakland, BART, the County of Alameda, East Bay MUD, the Oakland Unified School District will pay assessments for the public property they own in the District. Article XIII D, Section 4 of the California Constitution provides that public agencies such as the City and Successor Agency are not exempt from the assessments.

Parcels owned by the City of Oakland, the County, BART, East Bay MUD and the Unified School District and other public agencies identified in Section 7 will receive benefits commensurate with assessments they pay in linear frontage and lot size. These publicly owned parcels are presumed to benefit for the civil sidewalks and administration services to the privately-owned parcels with respect to the special benefit services outlined in this Management District Plan.

### **Governance**

Pursuant to Section 36650 of the California Streets and Highway Code, a District Management Corporation or Owners’ Association will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation must file Annual Reports with the City of Oakland and will oversee the day-to-day implementation of services as defined in the Management District Plan.

*“Owners' association” means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. (Streets & Highway Code § 36612.)*

A new public benefit non-profit corporation (501c3), will be established once the district has been approved by the property owners and they will serve in the capacity of the Owners Association to run the day to day operations of the district.

### **Disestablishment**

Under the local enabling ordinance, the Oakland Chinatown CBD property owners will have an annual period in which to submit petitions to the City Council to disestablish the CBD. If the property owners vote by weighted majority to disestablish the District, assessments will be removed from the parcels the following fiscal year. Unexpended surplus funds will be returned to property owners based upon a parcel's percentage contribution to the previous fiscal year's assessments.

### **Exemptions or Reductions in Rates**

Under this Management District Plan and consistent with Proposition 218 and Article XIII (D) of the State Constitution, no parcel receiving special benefits from the establishment of a property assessment district is exempt from payment of the assessment. This Plan acknowledges the special benefit that CBD assessments may have on various land uses within the boundaries of the District.

## Section 2

# Oakland Chinatown Community Benefit District Boundaries

### Boundaries

The proposed Oakland Chinatown CBD consists of approximately 52 square blocks consisting of 1,277 parcels owned by 1,010 property owners, including parcels owned by the City of Oakland. See the Oakland Chinatown proposed CBD map in Section 2, pages 15 and 16. The District is generally bounded by:

- *On the south:* bounded by the 880 freeway from Fallon Street on the east to Franklin Street on the west.
- *On the north:* in general, the northern boundary is represented by the parcels on both sides of 13<sup>th</sup> Street from Webster Street on the west up to Lakeside Drive on the east.
- *On the west:* Due to the inclusion of Chinatown properties in the 2018 renewal of the Downtown Community Benefit District, the western boundary include parcels on both sides of Franklin Street from the 880 to 8<sup>th</sup> Street, and then the parcels on the east side of Franklin between 8<sup>th</sup> Street northward to 11<sup>th</sup> Street, and does not include the parcels between 11<sup>th</sup> and 12<sup>th</sup> Street fronting on Franklin but the remainder of the parcels between 11<sup>th</sup> and 13<sup>th</sup> Street jogging northward which will be seen on the maps provided in this plan;
- *On the east:* parcels on the west side of Fallon Street from the 880 freeway to 10<sup>th</sup> Street, and then including both the Oakland Museum and Kaiser Convention Center sites, continuing on the west side of 14<sup>th</sup> Street up to both sides of 14<sup>th</sup> Street and Lakeside Drive.

### Benefit Zones

The District consists of two benefit zones.

### District Boundary Rationale

The Oakland Chinatown CBD boundaries are comprised of parcels that showcase an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum, the Kaiser Convention Center.

### Northern Boundary

The northern boundary of the District is defined by the parcels beginning at parcel 001-057-007 and running eastward to the intersection of 13<sup>th</sup> and Webster Streets and then proceeding north to include all of the parcels on both sides of 13<sup>th</sup> Street from parcels 001-063-001 and parcel 001-065-15-36 running eastward on both sides of 13<sup>th</sup> Street including the full block parcels between 13<sup>th</sup> and 14<sup>th</sup> Streets, all of the way to the intersection of 13<sup>th</sup> Street and Lakeside Drive, to parcel 001-091-001.

The District will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided north of the northern District boundary.

**Western Boundary**

Due to the inclusion of parcels along the Chinatown side of Broadway into the 2018 Downtown Oakland CBD, the parcel boundary on the west side is a bit fragmented. The western boundary commences at parcel 001-234-005 running mid-block (not include the Orchid Condominium) up to 7<sup>th</sup> Street. The boundary then crosses northward on 7<sup>th</sup> to include parcels 001-234-008, 001-234-004-001. The western boundary continues east to the intersection of Franklin Street and 8<sup>th</sup> Street, then running up Franklin to include all of the parcels on the east side of Franklin up to the intersection of 11<sup>th</sup> and Franklin Streets. The western boundary then excludes all of the parcels on the east and west side of the street, facing on to Franklin Street ending at parcel 001-057-007.

The District will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided west of the western District boundary.

**Southern Boundary**

The southern boundary of the proposed Chinatown CBD includes all of the parcels on the north side of 6<sup>th</sup> Street between parcel 001-234-005 on the west up to parcel 001-167-009 on the east.

The District will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided south of the southern District boundary.

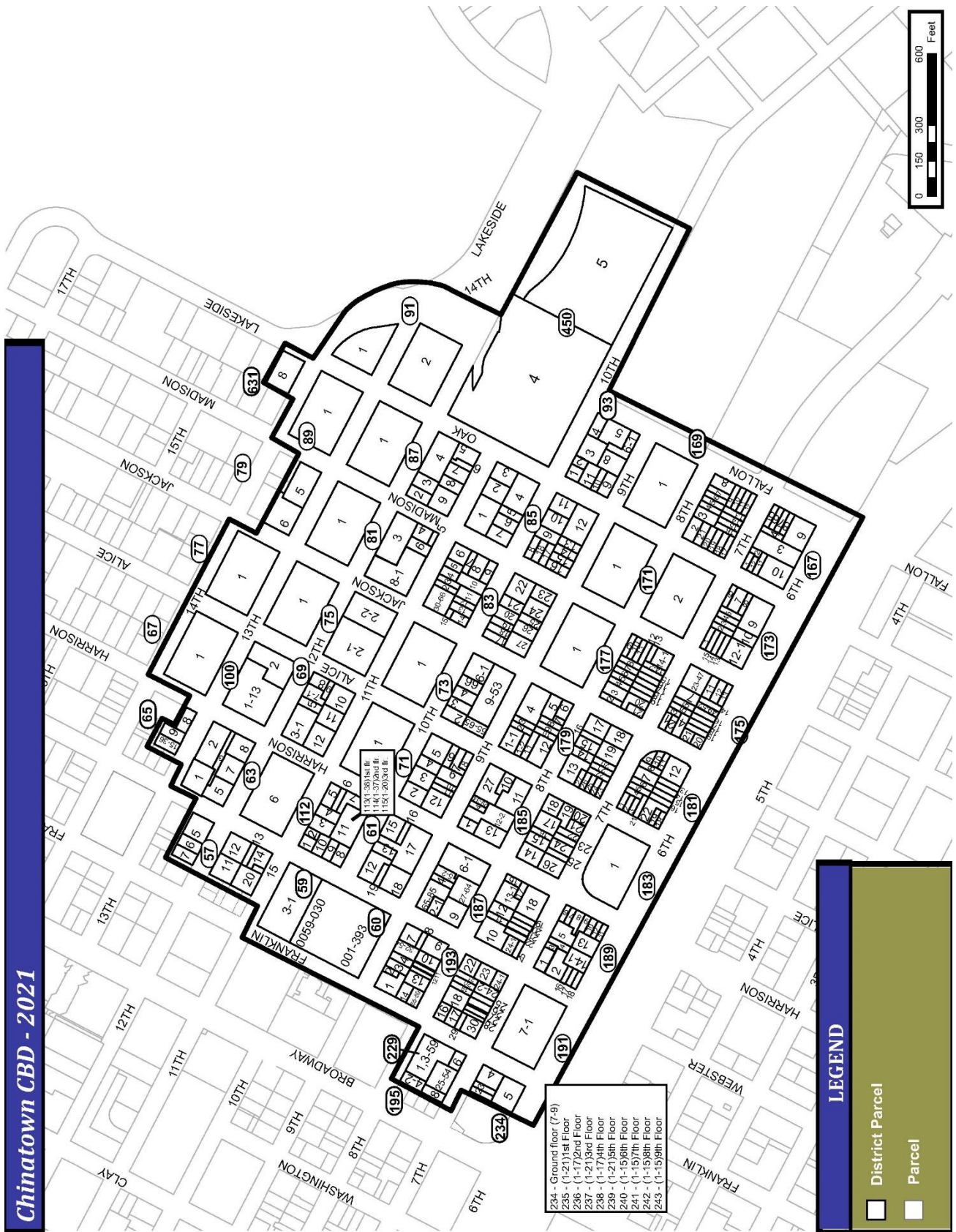
**Eastern Boundary**

The eastern boundary of the CBD begins at the parcel at the intersection of Fallon and 6<sup>th</sup> Street, parcel number 001-167-009 and continues northward on the west side of Fallon Street up to the intersection of 10<sup>th</sup> Street and Fallon Street. (Does not include any frontage around Laney College). The eastern boundary then continues eastward to include the east side of the Kaiser Convention Center and stops at their 10<sup>th</sup> Street parcel eastern boundary. The eastern boundary then picks up north of the Oakland Museum at the intersection of Lakeside Drive and 12<sup>th</sup> Street next to the County Administration Center. The eastern boundary then continues northward up 14<sup>th</sup> street and ends at the intersection of 14<sup>th</sup> Street and Lakeside Drive including parcel 001-631-008.

The District will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided east of the eastern District boundary.

**Summation**

A list of all parcels included in the proposed Oakland Chinatown CBD are shown as Appendix 1, attached to this report identified by their respective Alameda County assessor parcel numbers. The boundary of the proposed Oakland Chinatown CBD is shown on the map to be found on pages 15 and 16 of this report. All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Management District Plan. All Oakland Chinatown CBD funded services, programs and improvements provided within the above-described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District.



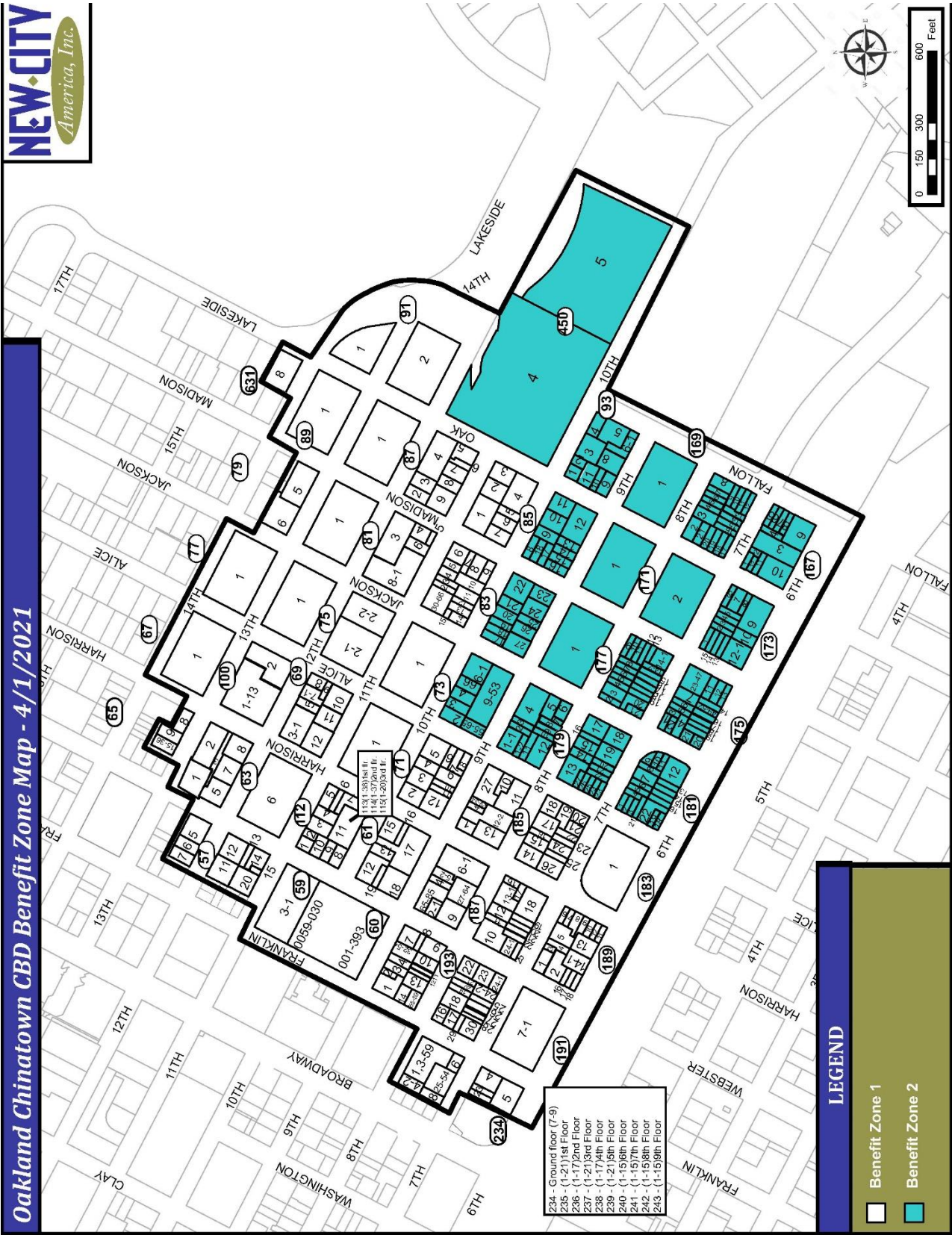
**Chinatown CBD - 2021**

**LEGEND**

- District Parcel
- Parcel



**Oakland Chinatown CBD Benefit Zone Map - 4/1/2021**



234 - Ground floor (7-9)  
 235 - (1-2) 1st Floor  
 236 - (1-17) 2nd Floor  
 237 - (1-2) 3rd Floor  
 238 - (1-17) 4th Floor  
 239 - (1-2) 5th Floor  
 240 - (1-15) 6th Floor  
 241 - (1-15) 7th Floor  
 242 - (1-15) 8th Floor  
 243 - (1-15) 9th Floor

**LEGEND**

- Benefit Zone 1
- Benefit Zone 2

## Section 3

# District Improvement and Activity Plan

### Explanation of Special Benefit Services

All of the improvements and activities detailed below are provided only to properties within the boundaries of the Oakland Chinatown CBD, as the improvements and activities will provide special benefits to the owners of these properties.

The City will continue to provide *general benefit services* from the general fund in Chinatown which will include public safety programs, street sweeping, tree trimming, roadwork repairs, sidewalk repair, trash collection of public refuse containers, etc. The frequency of these general benefits may change from year to year and time to time based upon budget constraints. However, City general benefits will not be withdrawn from Chinatown unless they are withdrawn by an equal frequency City wide. ***The CBD funded special benefits will not replace City funded general benefits, but rather will provide special benefits to parcel owners over and above the general benefits provided by the City of Oakland.***

All services funded by the assessments outlined in the Management District Plan are intended to directly benefit the properties within the District to support increased commerce, business attraction and retention, to retain and increase commercial property rentals, attract new residential developments, enhance safety and cleanliness in the District, improve District identity, and eventually fund specialized beautification and enhanced services for the property owners, businesses, visitors and residents within the District.

### Special Benefit Budget Category Analysis

This Plan gives property owners greater flexibility in determining the type and frequency of special benefit services that will be allocated on a year-to-year basis. As Oakland's Chinatown evolves, services that are needed one year may not be needed the next. Therefore, "bundles" or categories of special benefit funding have been created and divided into four broad categories – Civil Sidewalks, District Identity and Placemaking, Administration and Contingency. The bundles are allocated funding percentages with the flexibility to prioritize or minimize a service within each bundle.

The bundles or categories of services and their percentages represent the service plan the Chinatown property owners will be voting on when the Chinatown CBD comes up for a mail ballot later this summer.

**The proposed "bundles" of special benefit services are listed below and are supplemental to current City services.**



### **CIVIL SIDEWALKS**

*Examples of this category of special benefit services and costs may include, but are not limited to:*

Funding and implementation of the Chinatown Ambassador Program:

- *Increase neighborhood vibrancy through beautification and relationship building with merchants, workers and residents, including but not limited to:*
  - *Provide safe passage to and from destinations within Chinatown by providing escorts, directions/wayfinding, and general assistance*
  - *Address non-criminal complaints and de-escalate when possible (loud noises, illegal dumping, etc.). Otherwise, contact medical and emergency services.*
  - *Conduct wellness checks of individuals in need, provide linkages and referrals to social services.*
  - *Provide local workforce development opportunities*
  - *Foster multiracial and intergenerational relationships to deepen and widen investment, care, and connection to Chinatown*
  - *Engage, integrate, and manage volunteers who want to be trained in beautification, safety strolling, de-escalation, data collection, and relationship building with local residents and merchants.*

- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing and new public spaces that are not park of the City of Oakland Park responsibilities
- Installation of and maintenance of hanging plants, planting flowers throughout the district
- Personnel to manage the in-house or contracted maintenance and/or security teams.

### **DISTRICT IDENTITY AND PLACEMAKING**

*Examples of this category of special benefit services and costs may include, but are not limited to:*

- Web site development and updating
- Social media, hiring of a bilingual public relations firm
- Enhancing the current Chamber holiday and seasonal decorations
- Branding of the Oakland Chinatown CBD properties so a positive image is promoted to the public including the development of a new logo
- Enhancement to the current Chamber Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage the in-house or contracted public relations, web site maintenance or social media contractors

### **ADMINISTRATION/PROGRAM MANAGEMENT**

*Examples of this category of special benefit services and costs may include, but is not limited to:*

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

### **CONTINGENCY/CITY AND COUNTY FEES/RESERVE**

*Examples of this category of special benefit services and costs include, but is not limited to:*

- Delinquencies, City/County fees, reserves

### **METHOD OF FINANCING**

The financing of the Oakland Chinatown CBD is based upon the levy of special assessments upon real properties that receive special benefits from the improvements and activities based upon which Benefit Zone they are located within. See Section 4 for assessment methodology and compliance with Article XIII (d) of the California State Constitution. There will be five factors used in the determination of proportional costs to the parcels in the District. These five factors are:

- Linear frontage on all sides excluding alleys
- Lot size or the footprint of the parcel
- Building square footage. (with deductions made for internal, private parking structures within a building)
- Current and future residential condominiums that will be constructed within the District
- Location within one of the two geographic benefit zones of the district

In addition, other factors will be used to determined assessments based upon the anticipated based upon the current land uses:

1. Single family residential parcels regardless of Benefit Zone location, will be assessed for linear frontage, on all sides, only.
2. Residential condominiums will be assessed for their specific parcel building square footage only.
3. All public and ecumenically owned and operated parcels will be assessed for linear frontage and lot size only.
4. The Oakland Museum and Kaiser Convention Center, (both owned by the City of Oakland and leased to third parties), which are in Benefit zone 2, will have their assessments applied to their massive building square footage and linear frontages, as well as lot size that matches their building footprint.
5. Legally mandated affordable apartments, whether privately or owned by non-profit entities, will pay 50% of the building square footage costs or .10 per building square foot regardless of the benefit zone location. Those buildings though will pay full linear frontage and full lot size costs but will be paying only .10 per building square foot on the affordable housing apartments. Any commercial properties (unless mandated to be affordable), that are included in the development site, will pay the

full building assessment costs based upon their benefit zone. It will be up to the property owners to identify all legally assigned affordable housing building square footage, either to the consultant writing this plan or the district management corporation once the CBD has been approved.

**Data and Benefit Zones**

There are 1,277 individual parcels owned by 1,010 property owners in the proposed Oakland Chinatown Community Benefit District.

The data that was obtained by Alameda County as well as input from the various property owners in Chinatown have yielded the following information which is to be used as the basis for the generation of revenue to fund the special benefits outlined in this Management Plan.

That data, as of January 1<sup>st</sup>, 2021 is as follows:

- 1,453 in linear frontage for single family residences.*
- 501,839 in building square footage for residential condominiums*
- 3,260,163 in building square footage overall*
- 3,170,096 in lot size*
- 47,947 linear feet in linear frontage*

**Costs**

The costs per parcel are based upon the five factors listed on page 19. The Benefit Zones are determined by the anticipated special benefits that a parcel will receive based upon its proximity to the core of the district, as well as the frequency of special benefit services that that parcel will be receiving. All assessments must be proportional to the special benefits received so we have agreed upon the following Benefit Zones.

**Proposed First Year Chinatown CBD Budget - 2020**

<b>Category of Special Benefit Services</b>	<b>Annual Amount First Year</b>	<b>Percentage of total budget</b>
Civil Sidewalks	\$865,000	66%
District Identity/Placemaking	\$180,000	14%
Administration	\$195,000	15%
Contingency	\$69,837	5%
<b>Total</b>	<b>\$ 1,309,837</b>	<b>100%</b>

**First Year Annual Costs Per Benefit Zone**

Property Variable	Benefit Zone 1	Benefit Zone 2
Building Square Footage	\$ 0.20	\$0.15
Lot size	\$ 0.15	\$0.08
Linear Frontage	\$ 5.00	\$3.00
Residential Condos Building Square Foot	\$0.20	\$0.20
Single Family Residential Linear Frontage Only	\$5.00	\$5.00

**Reimbursement of Formation Funds**

This plan authorizes the repayment of formation funds advanced by Chinatown stakeholders to cover the costs of the survey, calculation of results, the management district plan creation, the Assessment Engineers report, the petition drive and the balloting process to be conducted by the City of Oakland. An amount not to exceed \$120,000 shall be reimbursed to those property owners who invested in this process and they shall be repaid within the first three years after the formation of the district, based upon request and need.

**Cap**

The District budget and assessments may be subject to annual increases not to exceed 5% per year. Increases will be determined by the Owners’ Association/District Management Corporation and will vary between 0% and 5% annually. Changes in land uses, the development of vacant parcels, the conversion of tax exempt to profitable land uses, the demolition of buildings, building improvements that increase square footages, and new building construction or residential condominium development, may alter the District’s budget and individual property assessments. Linear frontage and parcel size are normally not altered in the redevelopment of a site. Changes to assessments are more likely to occur due to changes to building square footages. Changes may also occur upon the conversion of single parcels to multiple parcels due to the construction of residential and/or commercial condominiums, offices, visitor related buildings.

**Bonds**

The District will not issue any bonds related to any program.

**Operating Budget**

A projected operating budget, based upon the local enabling ordinance, has a ten-year term. New City America has listed the maximum percentage of allowable annual increases based upon the current data within the district, with the following assumptions:

- Assessments *may be subject to annual increase*, based upon the action of the new District management corporation Board, not to exceed 5% per year.
- Changes in land use, demolition of existing buildings, and new development will occur and will change the improvements to that parcel, normally due to redevelopment of the site and the addition of new building square footage which shall be assessed based upon the provisions laid out in this Management Plan.

The budget for specific programs may be reallocated within each budget category by up to 10% during the term of the District. The Management Corporation Board may alter the budget based upon service needs and such changes shall be included in the Annual report and submitted to the Oakland City Council for review and approval.

### Ten-Year Projection of Maximum Assessment for the Oakland Chinatown CBD

	Civil Sidewalks	District Identity	Administration	Contingency	TOTAL
Y1	\$ 865,000.00	\$ 180,000.00	\$ 195,000.00	\$ 69,837.00	\$ 1,309,837.00
Y2	\$ 908,250.00	\$ 189,000.00	\$ 204,750.00	\$ 73,328.85	\$ 1,375,328.85
Y3	\$ 953,662.50	\$ 198,450.00	\$ 214,987.50	\$ 76,995.29	\$ 1,444,095.29
Y4	\$ 1,001,345.63	\$ 208,372.50	\$ 225,736.88	\$ 80,845.06	\$ 1,516,300.06
Y5	\$ 1,051,412.91	\$ 218,791.13	\$ 237,023.72	\$ 84,887.31	\$ 1,592,115.06
Y6	\$ 1,103,983.55	\$ 229,730.68	\$ 248,874.90	\$ 89,131.68	\$ 1,671,720.81
Y7	\$ 1,159,182.73	\$ 241,217.22	\$ 261,318.65	\$ 93,588.26	\$ 1,755,306.85
Y8	\$ 1,217,141.87	\$ 253,278.08	\$ 274,384.58	\$ 98,267.67	\$ 1,843,072.20
Y9	\$ 1,277,998.96	\$ 265,941.98	\$ 288,103.81	\$ 103,181.06	\$ 1,935,225.81
Y10	\$ 1,341,898.91	\$ 279,239.08	\$ 302,509.00	\$ 108,340.11	\$ 2,031,987.10

Notes:

- Assumes a possible 5% maximum yearly increase on all budget items, if approved annually by the District Management Corporation Board of Directors

- Any accrued interest or delinquent payments will be expended in the above categories.

## Section 4

### Assessment Methodology

The proposed Oakland Chinatown CBD is a property-based special benefit assessment district being established pursuant to the Oakland local enabling ordinance. Due to the special benefit nature of assessments levied within a CBD, program costs are to be distributed amongst all identified specially benefited properties based on the proportional amount of special program benefits each property is expected to derive from the assessments collected.

The state constitution refers to the requirement that relative benefit received from CBD funded programs and activities be used to determine the amount of assessment paid. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

#### **General vs. Special Benefits**

As provided by Proposition 218, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. "Special Benefit" as defined by the California State Constitution, Article XIII (d), means "*a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.*" For the purposes of this analysis, "General Benefits" are benefits provided within Chinatown that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other city parcels receive.

General benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. "At large" means not limited to any particular person – and means all members of the public - including those who live, work, and shop within the district - and not simply transient visitors.

The property uses within the boundaries of the proposed Oakland Chinatown CBD which will receive special benefits from CBD funded programs and services are currently a mix of retail, service, office, religious, residential, public visitor related, cultural and parking. Services, programs and improvements provided by the Oakland Chinatown CBD are primarily

designed to provide special benefits to identified parcels within the boundaries of the District.

Parcels that receive the special benefit programs, services and improvements outlined in this Management District Plan will attract more customers, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, and rental income, and for future residents, make Chinatown more walkable, attractive and livable. These benefits are particular and distinct in that they are not provided to non-assessed parcels within or outside of the District. Because these programs, services and improvements will only be provided to each individual assessed parcel within the Oakland Chinatown CBD boundaries, these programs, services and improvements will constitute "special benefits."

**Existing City of Oakland services will not be replaced or duplicated by the Oakland Chinatown CBD funded services.** The purpose of this District is to fund supplemental programs, improvements and services within the Chinatown boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The assessments to be levied on parcels within the Oakland Chinatown CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District identity. No CBD funded services, activities or programs will be provided beyond the Chinatown CBD boundaries.

While every attempt is made to provide CBD services and programs to confer benefits only to those identified assessed parcels within the District, the California State Constitution, Article XIII (d), was amended via Proposition 218 to provide that general benefits exist, either by design or unintentionally, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business or residing within the District or interest in the District itself. Empirical assessment engineering analysis throughout California has found that general benefits within a given similar special benefit district tend to range from 1-5% of the total costs.

There are three methods that have been used by the Oakland Chinatown CBD Assessment Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method*
- (2) The program/activity line item allocation method, and*
- (3) The composite district overlay determinant method.*

A majority of CBDs in California for which the Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for this CBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

**Oakland Chinatown CBD Programs and Improvements**

The total special and general benefit program activities and budget allocations that will be provided to each individual parcel assessed in the proposed Oakland Chinatown CBD are shown in the chart below:

**Total Year 1 – 2022 Special + General Benefit Costs**

**Table 4-A**

Category of Special Benefit Services	Year 1 Annual Amount (assessments to fund special benefits)	Year 1 Non-Assessment Costs (general benefits ratio)	Year 1 Total Costs (special and general benefits)	% of Total
Civil Sidewalks	\$865,000	\$ 17,653	\$ 882,653	66%
District Identity/Placemaking	\$ 180,000	\$ 3,673	\$ 183,673	14%
Administration	\$ 195,000	\$ 3,980	\$ 198,980	15%
Contingency	\$ 69,837	\$ 1,425	\$ 71,262	5%
<b>Total</b>	<b>\$ 1,309,837</b>	<b>\$ 26,731.00</b>	<b>\$1,336,568.00</b>	<b>100%</b>

All program costs associated with general benefits will be derived from sources or credits other than CBD assessments. Sample “other” revenue sources can be derived from special events, grants, volunteer hours and must simply equal a total of \$ 26,731 per year which would equal the general benefit cost of 2% of the computed total CBD cost of \$ 1,336,568 from the table above. Here, program costs are spread among property variables that are common to each parcel include linear frontage, lot or parcel size and building square footage, and residential condominium parcels and benefit zone. Assessed valuation cannot be used as the basis for revenue generation in the state of California since Proposition 13 sets the assessed valuation at the time of purchase of the parcel, therefore adjacent parcels may be similar in size, but have different assessed valuations. We must therefore spread the assessments among the consistent factors of each parcel, based upon 2021 data.

**Benefit Zones**

State law and the State constitution, Article XIID require that special assessments be levied according to the special benefit each individual parcel receives. There are two benefit zones in the proposed Oakland Chinatown CBD.



**Assessable Data in the Oakland Chinatown CBD  
Table 4-B**

Benefit Zone	Building Sq. Ft.	Lot SF	Linear frontage
1	2,262,009	2,004,350	31,163
2	998,154	1,165,746	16,784
Single Family Residential	NA	NA	1,453
Residential Condos	501,839	NA	NA
<b>Total</b>	<b>3,762,002</b>	<b>3,170,096</b>	<b>49,400</b>

**Assessment District Revenue Generation in Fiscal Year 2022 from  
Each Assessable Property Variable:  
Table 4 - C**

Property Variable	Total Revenue Generated	Percentage of budget
Building Sq. Ft.	\$602,125	46%
Lot Sq. Ft.	\$ 393,912	30%
Linear Frontage	\$ 206,167	15%
Residential Condos Bldg. Sq. Ft.	\$ 100,368	8%
Single Family Residential Linear Frontage Only	\$7,265	1%
<b>Total</b>	<b>\$ 1,309,837</b>	<b>100%</b>

**Annual Costs per property variable and Benefit Zone, first year, FY 2022  
Table 4 - D**

**First Year Annual Costs Per Benefit Zone**

Property Variable	Benefit Zone 1	Benefit Zone 2
Building Square Footage	\$ 0.20	\$0.15
Lot size	\$ 0.15	\$0.08
Linear Frontage	\$ 5.00	\$3.00
Residential Condos Building Square Foot	\$0.20	\$0.20
Single Family Residential Linear Frontage Only	\$5.00	\$5.00

**Explanation of Costs**

*Benefit Zone 1* parcels will be assessed at a higher rate since they will have the highest frequency of Civil Sidewalks and District Identity services due to the amount of foot traffic in and around the parcels in the western and northern areas of the District. Benefit Zone 1 properties are the historic core of Oakland’s Chinatown dating back almost 100 years built around Broadway. Zone 1 properties which include retail, restaurants, residential, office, hotel and warehouses are in a dramatic stage of transition with new residential

developments replacing former industrial and warehouse parcels. These parcels will benefit the most from the CBD special benefit services, therefore their assessments have been set to fund the costs of services to these parcels.

*Benefits Zone 2* parcels represent the peripheral blocks in the southeastern portion of the district, in and around the BART station. The predominant uses of Benefit Zone 2 parcels are as single-family residential units, the BART station and related parking lot, the Oakland Museum and the Kaiser Convention Center. The costs in Benefit Zone 2 are lower than that of Benefit Zone 1 due to the lack of density in this portion of the district and the lack of intense pedestrian activity that is found in Benefit Zone 1 properties.

Single Family residential units throughout the district will be assessed for linear frontage only due to the fact that the only special benefit services there will be receiving are cleaning services surrounding their properties.

Legally mandated affordable housing apartments will be assessed at the rate of .10 per square foot for those portions of the building that are dedicated to this affordable housing use. These buildings though will pay the full cost of lot size and linear frontage based upon their location in one of the two benefit zones.

#### **Linear Frontage Defined**

Individual parcels will be assessed for all sides of each parcel fronting on a public street. Alley frontage is not assessed. Each side of the parcel (excluding alley areas) will receive Civil Sidewalks special benefit services based upon the frequency of services articulated in this plan, linear front footage data was obtained from the County Assessor's parcel maps.

#### **Building Square Footage Defined**

Building square footage is defined as gross building square footage throughout the Oakland Chinatown CBD. The percentage of building square footage that is dedicated to private or internal tenant parking needs may be deducted from the gross building square footage, based upon documentation provided by the parcel owner. Apartment buildings within the boundaries of the Oakland Chinatown CBD will be assessed as commercial buildings since there is a landlord/tenant relationship in that property. Legally mandated affordable housing apartments will pay \$0.10 per square foot for their building square footage dedicated to this affordable housing use.

#### **Lot Square Footage Defined**

Lot square footage is defined as the total amount of area within the borders of the parcel. The lot square footage of a parcel has been verified by the County Assessor's parcel maps.

#### **Commercial Condominium Parcels Defined**

Ground floor commercial condominiums will be treated as independent "mini" commercial buildings and assessed based on their actual building square footage, the footprint of land they cover or lot size of the commercial condominium, and the amount of direct primary street frontage on the exterior of the building. Ground floor commercial condominiums will pay 100% of the special benefits for the assessment, based upon which geographic benefit

zone they are within.

### **Current and Future Residential Condominium Unit Parcels Defined**

Current and future residential condominium units building square footage is defined as the livable building square footage within the walls of the condominium residential unit parcel. They are included in a special category to designate their unique special benefits relative to the other commercial parcels within the Oakland Chinatown CBD. Unlike the other commercial parcels in the district, including commercially operated apartment buildings, residential condominium parcels are assessed for building square footage only, and are not assessed for linear frontage and lot square footage.

Current and future residential condominium parcels are assessed as a separate category. These residential condominium individual parcels will be assessed *for their building square footage only at the rate of \$0.20 per square foot per year for the first year of the CBD, or possibly higher if assessments have been increased annually as provided in this plan and completed in future years.* The rationale for assessing future residential condominiums only for the building square footage rate is provided below.

Residential condominium parcels are assessed differently than multi-unit, market rate apartment rental buildings as well as legally mandated affordable units due to the frequency of special benefit services required by each parcel as described below. The multi-unit apartment buildings are commercial properties in which the tenant and landlord have an economic relationship as opposed to residential condominium buildings where individual property owners own separate “air space parcels” on a single floor. Future residential apartment buildings can be bought or sold just as like commercial buildings whereas residential condominium individual units are separately owned and must be individually bought and sold.

Distinctions between residential apartment buildings with tenants and residential condominium building with individual parcel owners are as follows:

1. *The Davis Sterling Act establishes rules and regulations for residential condominium owners based upon “separate interests” (i.e. ownership rights), as opposed to renters who only have a possessory interest.*
2. *Generally, residential condominium unit owners demonstrate greater care for their property and concerns about quality of life issues due to their investment in real estate.*
3. *Residential owners and have the right to vote in a Proposition 218 hearing, tenants do not have that right.*

4. *Residential condominium owners are required to contribute to legally established Homeowners Associations to oversee building maintenance, tenants are not.*
5. *Residential tenants may have their dwelling units sold or have their rent raised arbitrarily due the lack of ownership of their residential units.*

The assessment methodology has been written to confer special benefits to current and future residential condominium individual assessed parcels since future residential condominium owners have unique expectations about the care and maintenance of the building and its surroundings compared to the interest of residential tenants who have a possessory not an ownership interest. The future residential condominiums' special assessment methodology ensures that a fund will be established to maintain high levels of special benefit services that apply directly and proportional to the blocks that demand virtually seven days per week, 365 days per year special benefits.

### **Exemptions or Reductions in Rates**

Under this Management Plan and consistent with Proposition 218 and Article XIII (D) of the State Constitution, no parcel receiving special benefit for the establishment of a property assessment district shall be exempted from payment. This Plan acknowledges the special benefit impact that CBD assessments may have on various land uses within the boundaries of the District. Please see the explanation of costs on page 28 and 29 to understand the reduction in various rate per Benefit Zone or land uses.

### **Calculation of Assessments**

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the improvement or the maintenance and operation expenses of an improvement or for the cost of property service being provided. Per California Constitution Article XIII D, Section 2(i), "Special Benefit," means a and distinct benefit over and above general benefits conferred on a real property located in the district or to the public at large. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefits conferred upon that parcel. Only special benefits are assessable, and these benefits must be separated from any general benefits. Properties are assessed as defined on the County Assessor's most current parcel maps. The preceding methodology is applied to the database of parcels within the District. The process for compiling the property database includes the following steps:

- A report was generated from data obtained from the Alameda County Tax Assessors office.
- A list of properties to be included within the District is provided in Section 7.

**First Year (2022) Parcel Assessment Calculation**

***The annual assessment method to calculate all parcels for Benefit Zone 1 will be:***

$$\begin{aligned} & \text{Total Linear Frontage X \$5.00 per foot} \\ & \quad + \\ & \text{Total Building Square footage X \$0.20 per square foot} \\ & \\ & \text{Total Lot Size x 0.15 per square foot} \\ & \quad = \\ & \text{TOTAL PARCEL ASSESSMENT} \end{aligned}$$

***The annual assessment method to calculate all parcels for Benefit Zone 2 will be:***

$$\begin{aligned} & \text{Total Linear Frontage x 3.00 per square foot} \\ & \quad + \\ & \text{Total Building Square footage X \$0.15 per square foot} \\ & \quad + \\ & \text{Total Lot Size x \$0.08 per square foot} \\ & \quad = \\ & \text{TOTAL PARCEL ASSESSMENT} \end{aligned}$$

***The annual assessment method to calculate the residential condominiums throughout the district will be:***

$$\begin{aligned} & \text{Total Condo Building Square footage X \$0.20 per square foot} \\ & \quad = \\ & \text{TOTAL PARCEL ASSESSMENT} \end{aligned}$$

***The annual assessment method to calculate the single family residential units throughout the district will be:***

$$\begin{aligned} & \text{Total SFR Linear frontage (all sides) X \$ 5.00 per linear foot} \\ & \quad = \\ & \text{TOTAL PARCEL ASSESSMENT} \end{aligned}$$

**Future Development**

As a result of continued new development, the Oakland Chinatown CBD will experience the addition or subtraction of assessable commercial and residential buildings or the conversion of vacant parcels into new commercial and residential units. The Management District Plan assessment methodology will reflect any and all land use changes in the District with annual adjustments being submitted to the City, as these assessment calculation and property variable alterations occur.

**Maximum Assessment**

Assessments may be subject to annual increases not to exceed 5% per year. Increases will be determined by the CBD District Management Corporation and will vary between 0% and 5% in any given year. The maximum the assessments may be increased is 5% over the previous fiscal year’s base assessments. The absence of increase in any given year does not give the District Management Corporation the authority to accumulate increases above 5% in any successive year. The following projections illustrate a potential 5% annual increase.

***Maximum Assessments by Property Variable***  
**Table 4 – E**

**Projected Assessments - Benefit Zone 1**

	Lot Sq. Ft	Linear Frontage	Bldg. Sq. Ft.	Condo Bldg. Sq. Ft.	SFR Linear Frontage
Y1	\$ 0.1500	\$ 5.00	\$ 0.200	\$ 0.200	\$ 5.000
Y2	\$ 0.1575	\$ 5.25	\$ 0.210	\$ 0.210	\$ 5.250
Y3	\$ 0.1654	\$ 5.51	\$ 0.221	\$ 0.221	\$ 5.513
Y4	\$ 0.1736	\$ 5.79	\$ 0.232	\$ 0.232	\$ 5.788
Y5	\$ 0.1823	\$ 6.08	\$ 0.243	\$ 0.243	\$ 6.078
Y6	\$ 0.1914	\$ 6.38	\$ 0.255	\$ 0.255	\$ 6.381
Y7	\$ 0.2010	\$ 6.70	\$ 0.268	\$ 0.268	\$ 6.700
Y8	\$ 0.2111	\$ 7.04	\$ 0.281	\$ 0.281	\$ 7.036
Y9	\$ 0.2216	\$ 7.39	\$ 0.295	\$ 0.295	\$ 7.387
Y10	\$ 0.2327	\$ 7.76	\$ 0.310	\$ 0.310	\$ 7.757

**Projected Assessments - Benefit Zone 2**

	Lot Sq. Ft	Linear Frontage	Bldg. Sq. Ft.	Condo Bldg. Sq. Ft.	SFR Linear Frontage
Y1	\$ 0.0800	\$ 3.00	\$ 0.150	\$ 0.200	\$ 5.000

Y2	\$ 0.0840	\$ 3.15	\$ 0.158	\$ 0.210	\$ 5.000
Y3	\$ 0.0882	\$ 3.31	\$ 0.165	\$ 0.221	\$ 5.000
Y4	\$ 0.0926	\$ 3.47	\$ 0.174	\$ 0.232	\$ 5.000
Y5	\$ 0.0972	\$ 3.65	\$ 0.182	\$ 0.243	\$ 5.000
Y6	\$ 0.1021	\$ 3.83	\$ 0.191	\$ 0.255	\$ 5.000
Y7	\$ 0.1072	\$ 4.02	\$ 0.201	\$ 0.268	\$ 5.000
Y8	\$ 0.1126	\$ 4.22	\$ 0.211	\$ 0.281	\$ 5.000
Y9	\$ 0.1182	\$ 4.43	\$ 0.222	\$ 0.295	\$ 5.000
Y10	\$ 0.1241	\$ 4.65	\$ 0.233	\$ 0.310	\$ 5.000

**Term**

Under the local enabling ordinance, the District may be established for a maximum of 10 years. The district will commence on January 1<sup>st</sup>, 2022 and end on December 31<sup>st</sup>, 2031. The local enabling ordinance permits an annual disestablishment of the District upon submittal of a petition to the City and vote of the property owners.

**Budget Adjustments**

Annual budget surpluses, if any, will be rolled into the following year’s budget. Assessments will be set annually. Revenues from delinquent accounts may be expended in the year they are received.

**Time and Manner for Collecting Assessments**

In September 2022, the Oakland Chinatown CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Alameda. The assessments are collected at the same time and in the same manner as ad valorem property taxes paid to the County of Alameda. The assessments have the same lien priority and penalties for delinquent payment as the ad valorem property taxes.

**Disestablishment**

California Streets and Highways Code section 36670 provides for the disestablishment of a District. Provisions for annual disestablishment of the District are provided for in the local enabling ordinance. Property owners dissatisfied with the results, management or quality of the services may petition the City Council to disestablish the District, in the same method in which they petitioned the City Council to establish it.

Section 36670 of the State Streets and Highway Code states:

*(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30*

*days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.*

Unexpended surplus funds will be returned to property owners based upon each property owner’s percentage contribution to the previous fiscal year’s assessments.

**Government Assessments**

The Oakland Chinatown CBD Management Plan assumes that the City of Oakland, the Successor Agency, Alameda County, BART, East Bay Municipal Utility District, the Oakland Unified School District the Housing Authority, and any other publicly owned parcels will pay assessments for the public property they own within the boundaries of the District as per the methodology within this plan. Article XIII D, Section 4 of the California Constitution was added in November of 1996 to provide that such publicly owned parcels are not exempt from such assessments.

**Table 4 - F**  
***Government Owned Parcels in the Oakland Chinatown CBD***

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002 -0075-002-01	COUNTY OF ALAMEDA	1	235 12TH ST	\$8,357.45	0.638%
002 -0075-002-02	COUNTY OF ALAMEDA	1	1111 JACKSON ST	\$5,647.20	0.431%
002 -0081-001-00	COUNTY OF ALAMEDA	1	165 13TH ST	\$14,035.55	1.072%
002 -0087-001-00	COUNTY OF ALAMEDA	1	1221 OAK ST	\$14,104.25	1.077%
002 -0087-002-00	COUNTY OF ALAMEDA	1	149 12TH ST	\$1,500.00	0.115%
002 -0087-004-00	COUNTY OF ALAMEDA	1	125 12TH ST	\$4,300.00	0.328%
002 -0087-008-00	COUNTY OF ALAMEDA	1	130 11TH ST	\$1,012.50	0.077%
002 -0087-009-00	COUNTY OF ALAMEDA	1	140 11TH ST	\$2,500.00	0.191%
002 -0091-002-00	COUNTY OF ALAMEDA	1	1225 FALLON ST	\$13,765.25	1.051%
002 -0631-008-00	COUNTY OF ALAMEDA	1	1401 LAKESIDE DRIVE	\$3,523.10	0.269%
			<b>Total</b>	<b>\$68,745.30</b>	<b>5.248%</b>
001 -0177-001-00	CITY OF OAKLAND	2	163 9TH ST	\$7,809.04	0.596%
001 -0179-001-01	CITY OF OAKLAND	2	822 ALICE ST	\$1,069.92	0.082%
001 -0179-001-02	CITY OF OAKLAND	2	ALICE ST	\$329.92	0.025%
001 -0183-001-00	CITY OF OAKLAND	1	640 HARRISON ST	\$13,528.80	1.033%
002 -0060-004-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002 -0060-005-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002 -0060-006-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002 -0071-001-00	CITY OF OAKLAND	1	250 10TH ST	\$14,053.85	1.073%
002 -0089-001-00	CITY OF OAKLAND	1	125 14TH ST	\$12,465.50	0.952%
002 -0091-001-00	CITY OF OAKLAND	1	OAK ST	\$6,829.65	0.521%
002 -0093-006-01	CITY OF OAKLAND	1	52 9TH ST	\$1,428.60	0.109%
002 -0100-002-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002 -0100-003-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002 -0100-005-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%



002 -0100-011-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$4,041.10	0.309%
018 -0450-004-00	CITY OF OAKLAND	2	1000 OAK ST	\$43,225.00	3.300%
			<b>Total</b>	<b>\$104,781.38</b>	<b>8.000%</b>
001 -0167-003-00	BART REAL ESTATE DEPT	2	7TH ST	\$2,834.80	0.216%
001 -0169-001-00	BART REAL ESTATE DEPT	2	9TH ST	\$7,809.04	0.596%
001 -0171-001-00	BART REAL ESTATE DEPT	2	MADISON ST	\$7,809.04	0.596%
001 -0171-002-00	BART REAL ESTATE DEPT	2	8TH ST	\$13,134.04	1.003%
			<b>Total</b>	<b>\$31,586.92</b>	<b>2.412%</b>

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002 -0071-002-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$2,000.00	0.153%
002 -0071-003-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$1,499.85	0.115%
002 -0071-010-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002 -0071-011-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002 -0071-012-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	HARRISON ST	\$2,396.10	0.183%
002 -0073-001-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$14,093.90	1.076%
			<b>Total</b>	<b>\$20,987.75</b>	<b>1.602%</b>
002 -0059-003-01	EAST BAY MUNICIPAL UTILITY DISTRICT	1	11TH ST	\$10,033.70	0.766%
			<b>Total</b>	<b>\$10,033.70</b>	<b>0.766%</b>

## Section 5

### District Rules and Regulations and Governance

There are no specific rules and regulations prescribed for the proposed Oakland Chinatown Community Benefit District Management Corporation except that it will adhere to the open meeting and open records provisions of the Ralph M. Brown Act and will seek to be as open and transparent to the CBD assesses and the public at large as is reasonably possible.

Pursuant to Article V and Section 36650 of the California Streets and Highway Code, a District Management Corporation or Owners' Association, will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation will file Annual Reports with the City of Oakland and will oversee the day-to-day implementation of services as defined in the Management District Plan.

*"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. (Sts. & Hy. Code § 36612.)*

A new Oakland Chinatown CBD District Management Corporation (501c3), will be established once the district has been formed and shall serve in the capacity of the Owners Association consistent with State Statute and the local enabling ordinance.

## Section 6

### Implementation Timetable

The Oakland Chinatown CBD is expected to be established and begin assessing benefiting parcels as of the second fiscal year quarter of 2022. Due to the timing of revenue collection by the City of Oakland (for the first year of operation) and the need to establish the contract between the Owners' Association and the City of Oakland, implementation of the Management District Plan and the delivery of services is scheduled to commence in or around the winter of 2022.

## Section 7 Assessment Roll of Properties Included

APN	Annual Assessment				
001 -0167-001-00	\$450.00	001 -0173-010-00	\$550.00	001 -0175-049-00	\$123.60
001 -0167-002-00	\$463.70	001 -0173-012-01	\$2,810.00	001 -0175-050-00	\$278.00
001 -0167-003-00	\$2,834.80	001 -0173-013-00	\$125.00	001 -0175-051-00	\$282.80
001 -0167-004-00	\$432.80	001 -0173-014-00	\$125.00	001 -0177-001-00	\$7,809.04
001 -0167-005-00	\$1,377.85	001 -0173-015-00	\$125.00	001 -0177-002-00	\$932.60
001 -0167-006-00	\$125.00	001 -0175-001-00	\$525.00	001 -0177-003-00	\$860.50
001 -0167-007-00	\$125.00	001 -0175-002-00	\$150.00	001 -0177-004-00	\$125.00
001 -0167-008-00	\$580.25	001 -0175-003-00	\$492.60	001 -0177-005-00	\$532.85
001 -0167-009-00	\$2,991.40	001 -0175-004-00	\$792.65	001 -0177-006-00	\$125.00
001 -0167-010-00	\$1,866.10	001 -0175-005-00	\$125.00	001 -0177-007-00	\$633.05
001 -0167-011-00	\$695.90	001 -0175-006-00	\$594.05	001 -0177-008-00	\$739.55
001 -0167-012-00	\$215.00	001 -0175-007-00	\$1,274.50	001 -0177-009-00	\$1,381.70
001 -0169-001-00	\$7,809.04	001 -0175-011-00	\$1,029.90	001 -0177-010-00	\$542.45
001 -0169-002-00	\$1,329.10	001 -0175-012-00	\$624.90	001 -0177-011-00	\$848.90
001 -0169-003-00	\$2,050.00	001 -0175-013-00	\$944.00	001 -0177-012-00	\$643.25
001 -0169-004-00	\$747.50	001 -0175-014-00	\$125.00	001 -0177-013-00	\$225.00
001 -0169-005-00	\$1,112.45	001 -0175-016-00	\$546.05	001 -0177-014-01	\$1,525.23
001 -0169-006-00	\$125.00	001 -0175-017-00	\$125.00	001 -0177-014-02	\$939.22
001 -0169-007-00	\$125.00	001 -0175-018-00	\$655.70	001 -0177-015-00	\$125.00
001 -0169-008-00	\$1,521.70	001 -0175-019-00	\$543.65	001 -0177-016-00	\$125.00
001 -0169-009-00	\$125.00	001 -0175-020-00	\$1,575.50	001 -0177-017-00	\$125.00
001 -0169-010-00	\$125.00	001 -0175-021-00	\$620.00	001 -0177-018-00	\$125.00
001 -0169-011-00	\$125.00	001 -0175-023-00	\$246.00	001 -0177-019-00	\$125.00
001 -0169-012-00	\$1,073.15	001 -0175-024-00	\$166.80	001 -0177-020-00	\$1,297.50
001 -0169-013-00	\$606.20	001 -0175-025-00	\$123.20	001 -0177-021-00	\$1,295.40
001 -0169-014-00	\$125.00	001 -0175-026-00	\$123.20	001 -0179-001-01	\$1,069.92
001 -0169-015-00	\$657.80	001 -0175-027-00	\$181.00	001 -0179-001-02	\$329.92
001 -0169-016-00	\$657.80	001 -0175-028-00	\$181.00	001 -0179-002-00	\$275.00
001 -0169-017-00	\$575.00	001 -0175-029-00	\$123.20	001 -0179-003-00	\$275.00
001 -0169-018-00	\$690.50	001 -0175-030-00	\$123.20	001 -0179-004-00	\$1,895.00
001 -0169-019-00	\$145.00	001 -0175-031-00	\$181.00	001 -0179-005-00	\$2,187.05
001 -0169-020-00	\$768.00	001 -0175-032-00	\$166.80	001 -0179-006-00	\$1,395.00
001 -0169-021-00	\$822.30	001 -0175-033-00	\$123.20	001 -0179-007-00	\$465.70
001 -0171-001-00	\$7,809.04	001 -0175-034-00	\$123.20	001 -0179-008-00	\$275.00
001 -0171-002-00	\$13,134.04	001 -0175-035-00	\$181.00	001 -0179-009-00	\$275.00
001 -0173-001-00	\$625.00	001 -0175-036-00	\$181.00	001 -0179-010-00	\$275.00
001 -0173-002-00	\$125.00	001 -0175-037-00	\$123.20	001 -0179-011-00	\$155.00
001 -0173-003-00	\$125.00	001 -0175-038-00	\$123.20	001 -0179-012-00	\$1,274.48
001 -0173-004-00	\$125.00	001 -0175-039-00	\$181.00	001 -0179-013-00	\$1,484.00
001 -0173-005-00	\$125.00	001 -0175-040-00	\$240.00	001 -0179-014-00	\$927.15
001 -0173-006-00	\$1,122.05	001 -0175-041-00	\$211.20	001 -0179-015-00	\$550.00
001 -0173-007-00	\$904.45	001 -0175-042-00	\$181.00	001 -0179-016-00	\$643.40
001 -0173-008-00	\$586.40	001 -0175-043-00	\$181.00	001 -0179-017-00	\$2,698.20
001 -0173-009-00	\$6,086.10	001 -0175-044-00	\$123.20	001 -0179-018-00	\$2,194.95
		001 -0175-045-00	\$123.20	001 -0179-019-00	\$2,088.90
		001 -0175-046-00	\$181.00	001 -0179-020-00	\$556.70

001 -0179-021-00	\$125.00	001 -0185-031-00	\$266.80	001 -0187-056-00	\$136.20
001 -0179-022-00	\$125.00	001 -0185-032-00	\$266.80	001 -0187-057-00	\$132.60
001 -0179-023-00	\$500.00	001 -0185-033-00	\$266.80	001 -0187-058-00	\$132.60
001 -0179-024-00	\$125.00	001 -0187-002-01	\$2,352.05	001 -0187-059-00	\$166.60
001 -0179-025-00	\$614.70	001 -0187-004-00	\$1,149.60	001 -0187-060-00	\$118.60
001 -0179-026-00	\$125.00	001 -0187-005-02	\$1,314.65	001 -0187-061-00	\$132.60
001 -0179-027-00	\$125.00	001 -0187-006-01	\$14,834.00	001 -0187-062-00	\$127.20
001 -0181-001-00	\$790.00	001 -0187-009-00	\$8,419.30	001 -0187-063-00	\$165.80
001 -0181-002-00	\$125.00	001 -0187-010-00	\$6,596.65	001 -0187-065-00	\$341.25
001 -0181-003-00	\$509.50	001 -0187-011-00	\$1,455.00	001 -0187-066-00	\$178.60
001 -0181-004-00	\$368.25	001 -0187-012-00	\$2,780.00	001 -0187-067-00	\$417.20
001 -0181-005-00	\$125.00	001 -0187-013-01	\$1,697.50	001 -0187-068-00	\$174.80
001 -0181-006-00	\$724.55	001 -0187-016-00	\$1,888.20	001 -0187-069-00	\$0.00
001 -0181-007-00	\$1,255.00	001 -0187-017-00	\$941.50	001 -0187-070-00	\$174.80
001 -0181-008-00	\$548.45	001 -0187-018-00	\$4,706.00	001 -0187-071-01	\$190.00
001 -0181-009-00	\$937.88	001 -0187-019-00	\$2,191.00	001 -0187-071-02	\$186.00
001 -0181-010-00	\$681.76	001 -0187-020-00	\$1,940.00	001 -0187-071-03	\$178.00
001 -0181-011-00	\$424.00	001 -0187-021-00	\$500.00	001 -0187-072-00	\$561.05
001 -0181-012-00	\$2,584.55	001 -0187-022-00	\$500.00	001 -0187-073-00	\$133.20
001 -0181-013-00	\$600.65	001 -0187-024-01	\$2,901.50	001 -0187-074-00	\$210.00
001 -0181-014-00	\$650.00	001 -0187-025-00	\$1,434.85	001 -0187-075-00	\$0.00
001 -0181-015-00	\$582.65	001 -0187-027-00	\$778.50	001 -0187-076-00	\$233.10
001 -0181-016-00	\$599.60	001 -0187-028-00	\$676.30	001 -0187-077-00	\$210.00
001 -0181-018-00	\$665.65	001 -0187-029-00	\$653.20	001 -0187-078-00	\$349.40
001 -0181-019-00	\$505.20	001 -0187-030-00	\$645.50	001 -0187-079-00	\$126.60
001 -0181-021-00	\$690.50	001 -0187-031-00	\$410.30	001 -0187-080-00	\$169.60
001 -0181-022-00	\$375.00	001 -0187-032-00	\$139.60	001 -0187-081-00	\$0.00
001 -0183-001-00	\$13,528.80	001 -0187-033-00	\$97.80	001 -0187-082-00	\$187.60
001 -0185-001-00	\$2,687.50	001 -0187-034-00	\$129.00	001 -0187-083-00	\$172.00
001 -0185-004-00	\$1,139.00	001 -0187-035-00	\$142.00	001 -0187-084-00	\$0.00
001 -0185-010-00	\$1,659.05	001 -0187-036-00	\$196.20	001 -0189-001-00	\$5,500.00
001 -0185-011-00	\$3,588.35	001 -0187-037-00	\$152.20	001 -0189-002-00	\$1,275.00
001 -0185-012-02	\$2,343.75	001 -0187-038-00	\$147.00	001 -0189-003-00	\$312.50
001 -0185-013-00	\$2,652.25	001 -0187-039-00	\$264.00	001 -0189-004-00	\$889.50
001 -0185-014-00	\$2,243.60	001 -0187-040-00	\$136.20	001 -0189-005-00	\$1,947.45
001 -0185-015-00	\$2,000.00	001 -0187-041-00	\$132.60	001 -0189-006-00	\$781.25
001 -0185-016-00	\$1,665.20	001 -0187-042-00	\$132.60	001 -0189-007-00	\$406.25
001 -0185-017-00	\$1,500.00	001 -0187-043-00	\$166.60	001 -0189-008-00	\$1,152.85
001 -0185-018-00	\$4,857.50	001 -0187-044-00	\$118.60	001 -0189-009-00	\$525.00
001 -0185-019-00	\$2,203.90	001 -0187-045-00	\$127.20	001 -0189-010-00	\$933.10
001 -0185-020-00	\$2,256.00	001 -0187-046-00	\$127.20	001 -0189-011-00	\$125.00
001 -0185-021-00	\$1,460.60	001 -0187-047-00	\$165.80	001 -0189-012-00	\$1,436.45
001 -0185-022-00	\$1,016.80	001 -0187-048-00	\$136.20	001 -0189-013-00	\$2,684.00
001 -0185-023-00	\$1,005.20	001 -0187-049-00	\$132.60	001 -0189-014-01	\$2,700.00
001 -0185-024-00	\$1,802.40	001 -0187-050-00	\$132.60	001 -0189-016-00	\$1,531.25
001 -0185-025-00	\$500.00	001 -0187-051-00	\$166.60	001 -0189-017-00	\$125.00
001 -0185-026-00	\$2,000.00	001 -0187-052-00	\$118.60	001 -0189-018-00	\$1,206.65
001 -0185-027-00	\$5,100.00	001 -0187-053-00	\$127.20	001 -0191-007-01	\$25,486.20
001 -0185-029-00	\$65.00	001 -0187-054-00	\$127.20	001 -0193-001-00	\$5,440.00
001 -0185-030-00	\$266.80	001 -0187-055-00	\$165.80	001 -0193-002-00	\$970.00

001 -0193-003-00	\$1,502.50	001 -0193-058-00	\$725.60	001 -0229-019-00	\$170.00
001 -0193-004-00	\$1,793.60	001 -0195-004-02	\$980.00	001 -0229-020-00	\$114.40
001 -0193-007-00	\$4,607.15	001 -0195-006-00	\$3,437.50	001 -0229-021-00	\$136.20
001 -0193-008-00	\$1,306.25	001 -0195-008-00	\$740.00	001 -0229-022-00	\$136.20
001 -0193-009-00	\$4,741.00	001 -0195-025-00	\$4,502.50	001 -0229-023-00	\$136.20
001 -0193-010-00	\$2,250.00	001 -0195-026-00	\$249.00	001 -0229-024-00	\$130.80
001 -0193-011-00	\$966.40	001 -0195-027-00	\$193.60	001 -0229-025-00	\$173.40
001 -0193-012-00	\$936.00	001 -0195-028-00	\$195.40	001 -0229-026-00	\$136.40
001 -0193-013-00	\$2,964.00	001 -0195-029-00	\$267.20	001 -0229-027-00	\$136.40
001 -0193-014-00	\$1,562.50	001 -0195-030-00	\$759.00	001 -0229-028-00	\$136.40
001 -0193-016-00	\$1,935.10	001 -0195-031-00	\$135.60	001 -0229-029-00	\$136.40
001 -0193-017-00	\$2,252.50	001 -0195-032-00	\$137.00	001 -0229-030-00	\$136.40
001 -0193-018-00	\$4,420.00	001 -0195-033-00	\$140.40	001 -0229-031-00	\$135.80
001 -0193-019-00	\$1,850.00	001 -0195-034-00	\$131.60	001 -0229-032-00	\$200.80
001 -0193-020-00	\$1,875.00	001 -0195-035-00	\$219.20	001 -0229-033-00	\$170.00
001 -0193-021-00	\$2,441.20	001 -0195-036-00	\$147.40	001 -0229-034-00	\$114.40
001 -0193-022-00	\$3,785.75	001 -0195-037-00	\$234.20	001 -0229-035-00	\$136.20
001 -0193-023-00	\$3,318.75	001 -0195-038-00	\$135.20	001 -0229-036-00	\$136.20
001 -0193-024-01	\$2,059.10	001 -0195-039-00	\$137.00	001 -0229-037-00	\$136.20
001 -0193-024-02	\$1,000.00	001 -0195-040-00	\$140.40	001 -0229-038-00	\$130.80
001 -0193-025-00	\$1,428.60	001 -0195-041-00	\$0.00	001 -0229-039-00	\$152.00
001 -0193-026-00	\$1,203.20	001 -0195-042-00	\$221.40	001 -0229-040-00	\$136.40
001 -0193-027-00	\$420.00	001 -0195-043-00	\$146.40	001 -0229-041-00	\$136.40
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002 -0060-362-00	\$81.60	002 -0065-017-00	\$195.40	002 -0073-013-00	\$507.15
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002 -0060-372-00	\$200.40	002 -0065-027-00	\$193.80	002 -0073-023-00	\$0.00
002 -0060-373-00	\$448.40	002 -0065-028-00	\$164.20	002 -0073-024-00	\$91.35
002 -0060-374-00	\$266.40	002 -0065-029-00	\$215.20	002 -0073-025-00	\$117.90
002 -0060-375-00	\$303.40	002 -0065-030-00	\$198.40	002 -0073-026-00	\$111.75
002 -0060-376-00	\$297.00	002 -0065-031-00	\$193.80	002 -0073-027-00	\$114.75
002 -0060-377-00	\$436.80	002 -0065-032-00	\$164.20	002 -0073-028-00	\$134.70
002 -0060-378-00	\$71.80	002 -0065-033-00	\$215.20	002 -0073-029-00	\$134.70
002 -0060-379-00	\$71.80	002 -0065-034-00	\$198.40	002 -0073-030-00	\$117.00
002 -0060-380-00	\$405.00	002 -0065-035-00	\$193.80	002 -0073-031-00	\$115.20
002 -0060-381-00	\$477.80	002 -0067-001-00	\$41,049.40	002 -0073-032-00	\$122.55
002 -0060-382-00	\$132.40	002 -0069-002-00	\$6,460.00	002 -0073-033-00	\$89.25
002 -0060-383-00	\$128.40	002 -0069-003-01	\$3,500.00	002 -0073-034-00	\$89.25
002 -0060-384-00	\$146.20	002 -0069-005-00	\$2,492.30	002 -0073-035-00	\$122.55
002 -0060-385-00	\$123.20	002 -0069-007-01	\$1,866.20	002 -0073-036-00	\$114.90
002 -0060-386-00	\$202.80	002 -0069-008-00	\$1,975.95	002 -0073-037-00	\$118.20
002 -0060-387-00	\$156.60	002 -0069-009-00	\$125.00	002 -0073-038-00	\$90.90
002 -0060-388-00	\$80.60	002 -0069-010-00	\$3,150.00	002 -0073-039-00	\$90.45
002 -0060-389-00	\$100.80	002 -0069-011-00	\$5,010.00	002 -0073-040-00	\$91.35
002 -0060-390-00	\$773.20	002 -0069-012-00	\$4,511.60	002 -0073-041-00	\$169.80
002 -0060-391-00	\$300.00	002 -0071-001-00	\$14,053.85	002 -0073-042-00	\$111.75
002 -0060-392-00	\$1,570.60	002 -0071-002-00	\$2,000.00	002 -0073-043-00	\$114.75
002 -0060-393-00	\$1,396.40	002 -0071-003-00	\$1,499.85	002 -0073-044-00	\$134.70
002 -0061-012-00	\$5,031.00	002 -0071-004-00	\$1,000.00	002 -0073-045-00	\$134.70
002 -0061-013-00	\$2,970.00	002 -0071-005-00	\$8,500.00	002 -0073-046-00	\$117.00
002 -0061-015-00	\$5,000.00	002 -0071-006-00	\$1,299.80	002 -0073-047-00	\$115.20
002 -0061-016-00	\$1,650.40	002 -0071-007-00	\$1,551.80	002 -0073-048-00	\$122.55
002 -0061-017-01	\$4,425.00	002 -0071-008-00	\$1,565.50	002 -0073-049-00	\$89.25
002 -0061-018-00	\$6,260.00	002 -0071-009-00	\$2,338.40	002 -0073-050-00	\$89.25
002 -0061-019-00	\$1,034.05	002 -0071-010-00	\$498.95	002 -0073-051-00	\$122.55
002 -0063-001-00	\$7,839.80	002 -0071-011-00	\$498.95	002 -0073-052-00	\$119.85
002 -0063-002-00	\$6,593.95	002 -0071-012-00	\$2,396.10	002 -0073-055-00	\$259.35
002 -0063-003-00	\$782.50	002 -0073-001-00	\$14,093.90	002 -0073-056-00	\$336.30
002 -0063-005-00	\$6,024.15	002 -0073-002-00	\$1,704.00	002 -0073-057-00	\$363.90
002 -0063-006-00	\$58,798.60	002 -0073-003-00	\$1,904.90	002 -0073-058-00	\$257.85
002 -0063-007-00	\$3,833.55	002 -0073-004-00	\$1,282.20	002 -0073-059-00	\$342.45

002 -0073-060-00	\$107.40	002 -0083-037-00	\$148.00	002 -0087-003-00	\$1,990.00
002 -0073-061-00	\$107.40	002 -0083-038-00	\$155.40	002 -0087-004-00	\$4,300.00
002 -0073-062-00	\$336.30	002 -0083-039-00	\$169.00	002 -0087-005-00	\$4,091.90
002 -0073-063-00	\$555.91	002 -0083-040-00	\$141.80	002 -0087-006-00	\$1,922.05
002 -0073-064-00	\$148.05	002 -0083-041-00	\$139.20	002 -0087-007-00	\$1,192.50
002 -0073-066-00	\$1,367.04	002 -0083-042-00	\$227.40	002 -0087-008-00	\$1,012.50
002 -0075-001-00	\$9,084.00	002 -0083-043-00	\$135.20	002 -0087-009-00	\$2,500.00
002 -0075-002-01	\$8,357.45	002 -0083-044-00	\$148.00	002 -0089-001-00	\$12,465.50
002 -0075-002-02	\$5,647.20	002 -0083-045-00	\$155.40	002 -0091-001-00	\$6,829.65
002 -0077-001-00	\$58,984.55	002 -0083-046-00	\$169.00	002 -0091-002-00	\$13,765.25
002 -0079-005-00	\$3,900.00	002 -0083-047-00	\$141.80	002 -0093-001-00	\$1,900.65
002 -0079-006-00	\$18,962.40	002 -0083-048-00	\$139.20	002 -0093-002-00	\$997.80
002 -0081-001-00	\$14,035.55	002 -0083-049-00	\$227.40	002 -0093-003-00	\$4,404.80
002 -0081-003-00	\$4,500.00	002 -0083-050-00	\$135.20	002 -0093-004-00	\$2,470.90
002 -0081-004-00	\$2,811.40	002 -0083-051-00	\$148.00	002 -0093-005-00	\$1,166.00
002 -0081-005-00	\$1,917.90	002 -0083-052-00	\$155.40	002 -0093-006-01	\$1,428.60
002 -0081-006-00	\$2,840.00	002 -0083-053-00	\$169.00	002 -0093-008-00	\$1,709.80
002 -0081-008-01	\$15,719.75	002 -0083-054-00	\$140.80	002 -0093-009-00	\$850.00
002 -0083-002-00	\$125.00	002 -0083-055-00	\$139.20	002 -0093-010-00	\$926.55
002 -0083-003-00	\$125.00	002 -0083-056-00	\$224.20	002 -0093-011-00	\$1,862.85
002 -0083-004-00	\$1,060.20	002 -0083-057-00	\$134.40	002 -0100-001-00	\$0.00
002 -0083-005-00	\$1,104.55	002 -0083-058-00	\$149.80	002 -0100-002-00	\$0.00
002 -0083-006-00	\$1,593.75	002 -0083-059-00	\$155.40	002 -0100-003-00	\$0.00
002 -0083-007-00	\$1,182.20	002 -0083-060-00	\$169.00	002 -0100-004-00	\$0.00
002 -0083-008-00	\$2,085.60	002 -0083-061-00	\$140.20	002 -0100-005-00	\$0.00
002 -0083-009-00	\$2,855.90	002 -0083-062-00	\$139.20	002 -0100-006-00	\$0.00
002 -0083-010-00	\$2,629.70	002 -0083-063-00	\$222.00	002 -0100-007-00	\$1,238.30
002 -0083-011-00	\$2,000.00	002 -0083-064-00	\$133.80	002 -0100-008-00	\$232.30
002 -0083-012-00	\$1,500.00	002 -0083-065-00	\$149.80	002 -0100-009-00	\$3,916.50
002 -0083-013-00	\$2,065.00	002 -0083-066-00	\$0.00	002 -0100-010-00	\$0.00
002 -0083-014-00	\$2,225.00	002 -0085-001-00	\$6,500.00	002 -0100-011-00	\$4,041.10
002 -0083-015-00	\$1,175.00	002 -0085-002-00	\$1,600.00	002 -0100-012-00	\$1,818.40
002 -0083-017-00	\$1,271.95	002 -0085-003-00	\$6,144.20	002 -0100-013-00	\$9,000.00
002 -0083-018-00	\$883.10	002 -0085-004-00	\$6,500.00	002 -0112-001-00	\$1,704.00
002 -0083-019-00	\$788.60	002 -0085-005-00	\$720.00	002 -0112-002-00	\$504.00
002 -0083-020-00	\$1,282.75	002 -0085-006-00	\$2,024.40	002 -0112-003-00	\$2,400.00
002 -0083-021-00	\$1,060.60	002 -0085-007-00	\$4,700.00	002 -0112-004-00	\$2,868.00
002 -0083-022-00	\$2,057.00	002 -0085-008-00	\$1,093.90	002 -0112-005-00	\$3,495.20
002 -0083-023-00	\$3,138.90	002 -0085-009-00	\$1,045.00	002 -0112-006-00	\$970.00
002 -0083-024-00	\$3,207.90	002 -0085-010-00	\$3,048.75	002 -0112-007-00	\$4,382.85
002 -0083-025-00	\$972.25	002 -0085-011-00	\$1,125.00	002 -0112-008-00	\$2,871.60
002 -0083-026-00	\$1,455.10	002 -0085-012-00	\$5,841.45	002 -0112-009-00	\$1,628.00
002 -0083-027-00	\$3,291.30	002 -0085-013-00	\$979.31	002 -0112-010-00	\$2,453.00
002 -0083-030-00	\$907.05	002 -0085-014-00	\$771.48	002 -0113-001-00	\$658.75
002 -0083-031-00	\$138.00	002 -0085-015-00	\$803.96	002 -0113-002-00	\$131.65
002 -0083-032-00	\$132.00	002 -0085-016-00	\$740.00	002 -0113-003-00	\$78.80
002 -0083-033-00	\$141.80	002 -0085-017-00	\$165.00	002 -0113-004-00	\$104.70
002 -0083-034-00	\$139.20	002 -0085-018-00	\$1,088.20	002 -0113-005-00	\$104.70
002 -0083-035-00	\$227.40	002 -0087-001-00	\$14,104.25	002 -0113-006-00	\$104.70
002 -0083-036-00	\$135.20	002 -0087-002-00	\$1,500.00	002 -0113-007-00	\$104.70

002 -0113-008-00	\$104.70	002 -0114-001-00	\$100.00	002 -0114-032-00	\$63.20
002 -0113-009-00	\$190.80	002 -0114-002-00	\$61.40	002 -0114-033-00	\$65.20
002 -0113-010-00	\$111.35	002 -0114-003-00	\$60.00	002 -0114-034-00	\$61.20
002 -0113-011-00	\$113.10	002 -0114-004-00	\$35.80	002 -0114-035-00	\$54.60
002 -0113-012-00	\$113.10	002 -0114-005-00	\$48.40	002 -0114-036-00	\$37.60
002 -0113-013-00	\$113.10	002 -0114-006-00	\$48.40	002 -0114-037-00	\$27.60
002 -0113-014-00	\$128.85	002 -0114-007-00	\$48.40	002 -0115-001-00	\$144.00
002 -0113-015-00	\$60.25	002 -0114-008-00	\$48.40	002 -0115-002-00	\$128.00
002 -0113-016-00	\$123.95	002 -0114-009-00	\$48.40	002 -0115-003-00	\$134.80
002 -0113-017-00	\$60.95	002 -0114-010-00	\$97.60	002 -0115-004-00	\$90.00
002 -0113-018-00	\$110.30	002 -0114-011-00	\$52.80	002 -0115-005-00	\$108.00
002 -0113-019-00	\$60.95	002 -0114-012-00	\$53.80	002 -0115-006-00	\$90.00
002 -0113-020-00	\$110.30	002 -0114-013-00	\$53.80	002 -0115-007-00	\$147.00
002 -0113-021-00	\$60.95	002 -0114-014-00	\$106.00	002 -0115-008-00	\$75.60
002 -0113-022-00	\$110.30	002 -0114-015-00	\$59.40	002 -0115-009-00	\$147.00
002 -0113-023-00	\$65.50	002 -0114-016-00	\$74.20	002 -0115-010-00	\$96.00
002 -0113-024-00	\$120.45	002 -0114-017-00	\$74.20	002 -0115-011-00	\$147.00
002 -0113-025-00	\$60.60	002 -0114-018-00	\$74.20	002 -0115-012-00	\$96.00
002 -0113-026-00	\$109.60	002 -0114-019-00	\$74.20	002 -0115-013-00	\$147.00
002 -0113-027-00	\$122.20	002 -0114-020-00	\$74.20	002 -0115-014-00	\$96.00
002 -0113-028-00	\$65.50	002 -0114-021-00	\$60.00	002 -0115-015-00	\$131.80
002 -0113-029-00	\$132.70	002 -0114-022-00	\$60.00	002 -0115-016-00	\$91.00
002 -0113-030-00	\$132.70	002 -0114-023-00	\$112.20	002 -0115-017-00	\$72.00
002 -0113-031-00	\$132.70	002 -0114-024-00	\$26.80	002 -0115-018-00	\$92.60
002 -0113-032-00	\$132.70	002 -0114-025-00	\$27.80	002 -0115-019-00	\$125.00
002 -0113-033-00	\$62.70	002 -0114-026-00	\$65.20	002 -0115-020-00	\$134.40
002 -0113-034-00	\$62.70	002 -0114-027-00	\$65.20	002 -0631-008-00	\$3,523.10
002 -0113-035-00	\$131.65	002 -0114-028-00	\$65.20	018 -0450-004-00	\$43,225.00
002 -0113-036-00	\$131.65	002 -0114-029-00	\$71.40	018 -0450-005-00	\$47,257.00
002 -0113-037-00	\$131.65	002 -0114-030-00	\$30.80		
002 -0113-038-00	\$122.20	002 -0114-031-00	\$19.00		

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

ATTACHMENT 1

THE OAKLAND CHINATOWN  
COMMUNITY BENEFIT DISTRICT

ASSESSMENT ENGINEER’S  
REPORT

*Being established pursuant to the City of Oakland’s  
Business Improvement Management District Ordinance of 1999  
# 12190, Under Municipal Code Chapter 4.48*

*Prepared by  
Edward V. Henning  
California Registered Professional Engineer # 26549  
Edward Henning & Associates*

**May 25, 2021**

**v 2.0**

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

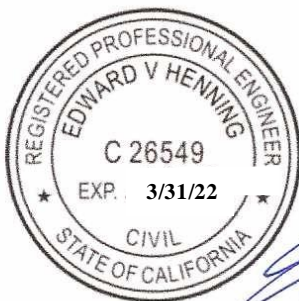
OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Oakland Chinatown Community Benefit District ("OCTCBD") being established for a ten (10) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

*Prepared by Edward V. Henning, California Registered Professional Engineer # 26549*



*Edward V. Henning*

RPE #26549 **May 25, 2021**

Edward V. Henning

Date

*(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)*

**Introduction**

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIII D of the California Constitution (Proposition 218) to support the benefit property assessments to be levied within the proposed OCTCBD in the City of Oakland, California being established for a ten (10) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed OCTCBD.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

### **Background**

The OCTCBD is a property-based benefit assessment type district being established for a ten (10) year term pursuant to the Business Improvement Management District Ordinance of 1999 # 12190 (the “Ordinance”), Under Municipal Code Chapter 4.48 of the Oakland City Code relating to the establishment of Business Improvement Districts. The Ordinance was modeled after Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a community benefit district (“CBD”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Ordinance and the Act, frequent references are made to the concept of relative “benefit” received from CBD programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

### **Supplemental Article XIID Section 4(b) California Constitution Proposition 218 Procedures and Requirements**

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the OCTCBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution.

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the OCTCBD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the OCTCBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII D of the California Constitution):

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”****Boundaries**

The proposed OCTCBD consists of approximately 52 square blocks consisting of 1,293 parcels (1277 assessed) owned by 1,033 property owners, including parcels owned by the City of Oakland. See the OCTCBD map in Appendix 2 of this Report.

The OCTCBD is generally bounded by:

- *On the south:* bounded by the 880 freeway from Fallon Street on the east to Franklin Street on the west.
- *On the north:* in general, the northern boundary is represented by the parcels on both sides of 13<sup>th</sup> Street from Webster Street on the west up to Lakeside Drive on the east.
- *On the west:* Due to the inclusion of Chinatown properties in the 2018 renewal of the Downtown Community Benefit District, the western boundary include parcels on both sides of Franklin Street from the 880 to 8<sup>th</sup> Street, and then the parcels on the east side of Franklin between 8<sup>th</sup> Street northward to 11<sup>th</sup> Street, and does not include the parcels between 11<sup>th</sup> and 12<sup>th</sup> Street fronting on Franklin but the remainder of the parcels between 11<sup>th</sup> and 13<sup>th</sup> Street jogging northward which will be seen on the maps provided in this plan;
- *On the east:* parcels on the west side of Fallon Street from the 880 freeway to 10<sup>th</sup> Street, and then including both the Oakland Museum and Kaiser Convention Center sites, continuing on the west side of 14<sup>th</sup> Street up to both sides of 14<sup>th</sup> Street and Lakeside Drive.

**Benefit Zones**

The OCTCBD consists of two benefit zones.

**OCTCBD Boundary Rationale**

The OCTCBD boundaries are comprised of parcels that showcase an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum, the Kaiser Convention Center.

**Northern Boundary**

The northern boundary of the OCTCBD is defined by the parcels beginning at parcel 001-057-007 and running eastward to the intersection of 13<sup>th</sup> and Webster Streets and then proceeding north to include all of the parcels on both sides of 13<sup>th</sup> Street from parcels 001-063-001 and parcel 001-065-15-36 running eastward on both sides of 13<sup>th</sup> Street including the full block parcels between 13<sup>th</sup> and 14<sup>th</sup> Streets, all of the way to the intersection of 13<sup>th</sup> Street and Lakeside Drive, to parcel 001-091-001.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided north of the northern OCTCBD boundary.



## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

### **Western Boundary**

Due to the inclusion of parcels along the Chinatown side of Broadway into the 2018 Downtown Oakland CBD, the parcel boundary on the west side is a bit fragmented. The western boundary commences at parcel 001-234-005 running mid-block (not include the Orchid Condominium) up to 7<sup>th</sup> Street. The boundary then crosses northward on 7<sup>th</sup> to include parcels 001-234-008, 001-234-004-001. The western boundary continues east to the intersection of Franklin Street and 8<sup>th</sup> Street, then running up Franklin to include all of the parcels on the east side of Franklin up to the intersection of 11<sup>th</sup> and Franklin Streets. The western boundary then excludes all of the parcels on the east and west side of the street, facing on to Franklin Street ending at parcel 001-057-007.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided west of the western OCTCBD boundary.

### **Southern Boundary**

The southern boundary of the OCTCBD includes all of the parcels on the north side of 6<sup>th</sup> Street between parcel 001-234-005 on the west up to parcel 001-167-009 on the east.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided south of the southern OCTCBD boundary.

### **Eastern Boundary**

The eastern boundary of the OCTCBD begins at the parcel at the intersection of Fallon and 6<sup>th</sup> Street, parcel number 001-167-009 and continues northward on the west side of Fallon Street up to the intersection of 10<sup>th</sup> Street and Fallon Street. (Does not include any frontage around Laney College). The eastern boundary then continues eastward to include the east side of the Kaiser Convention Center and stops at their 10<sup>th</sup> Street parcel eastern boundary. The eastern boundary then picks up north of the Oakland Museum at the intersection of Lakeside Drive and 12<sup>th</sup> Street next to the County Administration Center. The eastern boundary then continues northward up 14<sup>th</sup> street and ends at the intersection of 14<sup>th</sup> Street and Lakeside Drive including parcel 001-631-008.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided east of the eastern OCTCBD boundary.

All identified parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in the Plan and in this Assessment Engineer’s Report. All OCTCBD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the OCTCBD boundaries and none will be provided outside of the OCTCBD. Each assessed parcel within the OCTCBD will proportionately specially benefit from the OCTCBD funded civil sidewalks, district identity & placemaking, administration and contingency as described in more detail under “Work Plan”, beginning on page 13 of this Report. These services, programs and improvements are intended to improve commerce, employment, rents and commercial/residential occupancy rates of parcels and businesses within the OCTCBD by reducing crime, litter and debris and professionally marketing goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district. All

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

OCTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oakland and are only provided for the special benefit of assessed parcels within the boundaries of the OCTCBD.

A list of all parcels included in the proposed OCTCBD is shown as Appendix 1, attached to this Report with their respective Alameda County assessor parcel number. The boundary of the proposed OCTCBD and parcels within it are shown on the map of the OCTCBD attached as Appendix 2 to this Report.

**Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “**

**QUANTITATIVE BENEFIT ANALYSIS**

As stipulated in Article XIIID Section 4(b) of the California Constitution, assessment district programs and activities confer a combination of general and special benefits, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the district.

The property uses within the boundaries of the OCTCBD that will receive special benefits from OCTCBD funded programs and services are currently an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum and the Kaiser Convention Center. No parcels within the OCTCBD are zoned solely residential. Services, programs and improvements provided and funded by the OCTCBD are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the OCTCBD.

The proposed OCTCBD programs, improvements and services and Year 1 – 2022 budget allocation are as follows:

**Year 1 – 2022 OCTCBD Special Benefit Cost Allocations (Assessment Revenue Only)**

BENEFIT ZONE	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ADMINISTRATION	CONTINGENCY	TOTAL
%	66%	14%	15%	5%	100%
1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
TOTAL	\$865,000	\$180,000	\$195,000	\$69,837	\$1,309,837

Assessed commercial parcels as well as commercial portions of mixed-use parcels are conferred proportionate special benefits from all OCTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. For these parcels,

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

OCTCBD programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies and rental income. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the array of goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district.

For non-profit owned and occupied parcels and facilities within the OCTCBD, it is the opinion of this Assessment Engineer that each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these non-profit locations and facilities.

For residential parcels and residential portions of mixed use parcels within the OCTCBD (all located on commercial zoned parcels), it is the opinion of this Assessment Engineer that each of these parcels and uses specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from the civil sidewalks, district identity & placemaking, administration and contingency programs designed to improve the cleanliness, security, marketability and livability of these parcels and residential units on them. The proportionate special benefits conferred on all residential parcels and units shall be considered in proportion to those conferred on commercial parcels within the OCTCBD. For these parcels, OCTCBD programs, services and improvements are designed to increase residential rental occupancies and income. These programs, services and improvements are designed to improve security and aesthetic appeal for tenants, visitors and landlords of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the availability of residential rental units within the OCTCBD and the nearby array of goods, services and activities, all considered necessary in a competitive properly managed contemporary mixed-use business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the OCTCBD, the very nature of the purpose of this CBD is to fund supplemental programs, services and improvements to assessed parcels within the OCTCBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the OCTCBD are for services, programs and improvements directly and specially benefiting each individual assessed parcel within the OCTCBD. No OCTCBD funded services, activities or programs will be provided outside of the OCTCBD boundaries.

While every attempt is made to provide OCTCBD services and programs to confer special benefits only to those identified assessed parcels within the OCTCBD, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the OCTCBD, or “spillover” onto parcels surrounding the OCTCBD, or to the public at large who might be passing through the OCTCBD with no intention of transacting business within the OCTCBD or interest in the OCTCBD itself.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 2-6% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

A majority of CBDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, (Article XIID Section 4(b) of the California Constitution) have used Method #3, the composite district overlay determinant method which will be used for the OCTCBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the OCTCBD, general benefit to the public at large within the OCTCBD and general benefit to parcels outside the OCTCBD.

### General Benefit – Assessed Parcels within the OCTCBD

OCTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed OCTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the OCTCBD. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on assessed parcels within the OCTCBD are distinct and special but in the case of the OCTCBD, it is projected that there are 0.25% general benefits conferred on these assessed parcels. This high ratio of special benefits to general benefits is because the OCTCBD funded programs and services are specially geared to the unique needs of each assessed parcel within the OCTCBD and are directed specially only to these assessed parcels within the OCTCBD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the OCTCBD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each assessed parcel. The computed 0.25% general benefit value on assessed parcels within the OCTCBD equates to \$3,275 or  $(.25\% \times \$1,309,837)$ .

### General Benefits – Outside Parcels

While OCTCBD programs and services will not be provided directly to parcels outside the OCTCBD boundaries, it is reasonable to conclude that OCTCBD services may confer an indirect general benefit on parcels adjacent to the OCTCBD boundaries. An inventory of the OCTCBD boundaries finds that the OCTCBD is immediately surrounded by 52 parcels. Of these 52 parcels, 40 are commercial zoned parcels with commercial uses, 8 are residentially zoned parcels with residential uses and 5 are publicly owned parcels with public uses.

The 52 parcels directly outside the OCTCBD boundaries can reasonably be assumed to receive some indirect general benefit as a result of OCTCBD funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 1277 assessed parcels within the OCTCBD, a benefit factor of 0.05 be attributed to general benefits conferred on the 40 non-OCTCBD commercial parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD, a benefit factor of 0.01 be attributed to general benefits conferred on the 8 non-OCTCBD residential parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD and, a benefit factor of 0.01 be attributed to general

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

benefits conferred on the 5 non-OCTCBD publicly owned parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD. The cumulative dollar value of this general benefit type equates to \$2,286 (\$2,052 + \$51 + \$83) as delineated in the following Table:

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Parcels within CTCBD	1277	1.000	1,277.00	99.8335%	\$1,309,837
Commercial parcels outside of CTCBD	40	0.050	2.00	0.1564%	\$2,052
Public parcels outside of CTCBD	5	0.010	0.05	0.0039%	\$51
Residential use parcels outside of CTCBD	8	0.010	<u>0.08</u>	<u>0.0063%</u>	<u>\$83</u>
TOTAL			1,279.13	100.00%	\$1,312,022

General Benefit - Public At Large

While the OCTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed OCTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the OCTCBD, these programs also provide general benefits to the public at large within the OCTCBD.

For CBD type activities, assessment Engineering experience in California has found that generally over 95% of people moving about within CBD boundaries are engaged in business related to assessed parcels and businesses contained on them within a CBD, while the public at large “just passing through” is typically 5% or less.

Based on experience curves and the nature of the proposed OCTCBD funded programs and over 30 years of assessment engineering experience, it is the opinion of this Engineer that districtwide general benefit factors for each of the OCTCBD funded special benefit program element costs that most likely provide a general benefit to the public at large are as shown in the Table below. These factors are applied to each program element costs in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to \$19,175 as delineated in the following Table:

Program Element	A Dollar Allocation	B General Benefit Percent	C General Benefit Factor	E General Benefit Value (A x C)
CIVIL SIDEWALKS	\$865,000	2.00%	0.020	\$17,300
DISTRICT IDENTITY & PLACEMAKING	\$180,000	0.50%	0.005	\$900
ADMINISTRATION	\$195,000	0.50%	0.005	\$975
CONTINGENCY	<u>\$69,837</u>	0.50%	0.005	<u>\$349</u>
TOTAL	\$1,309,837			\$19,175

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of districtwide general benefits conferred on assessed parcels within the OCTCBD, on parcels outside the OCTCBD, and on the public at large, equates to \$24,636 (\$3,275 + \$19,175 + \$2,186) or 1.8461%. For the purposes of this analysis, the districtwide general benefit factor of 1.8461% will be rounded up to 2% or \$26,731. This leaves a value of 98% assigned to special benefit related costs. The districtwide general benefit value of \$26,731 when added to the special benefit value of \$1,309,837 (Year 1 – 2022 assessments) equates to a total Year 1 – 2022 program cost of \$1,336,568. Remaining costs that are attributed to districtwide general benefits, will need to be derived from other non-assessment sources.

The program special benefit related cost allocations of the OCTCBD assessment revenues for Year 1 (2022) are shown in the Table on page 17 of this Report. The projected program special benefit related cost allocations of the OCTCBD assessment revenues for the 10-year OCTCBD term, assuming a 5% maximum annual assessment rate increase, are shown in the Table on page 18 of this Report.

A breakdown of projected special and districtwide general benefits for each year of the 6-year renewal term, assuming a 5% maximum annual assessment rate increase is shown in the following Table:

**10-Year Special + Districtwide General Benefits**  
(Assumes 5% max rate increase per year)

YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 1 - 2022	1	CIVIL SIDEWALKS	\$663,878	\$13,549	\$677,427	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$138,148	\$2,819	\$140,967	13.7422%
		ADMINISTRATION	\$149,660	\$3,054	\$152,714	14.8873%
		CONTINGENCY	\$53,599	\$1,094	\$54,693	5.3317%
		SUBTOTAL	\$1,005,285	\$20,516	\$1,025,801	100.0000%
	2	CIVIL SIDEWALKS	\$201,122	\$4,105	\$205,227	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$41,852	\$854	\$42,706	13.7422%
		ADMINISTRATION	\$45,340	\$925	\$46,265	14.8873%
		CONTINGENCY	\$16,238	\$331	\$16,569	5.3317%
	1&2	CIVIL SIDEWALKS	\$865,000	\$17,654	\$882,654	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$180,000	\$3,673	\$183,673	13.7422%
		ADMINISTRATION	\$195,000	\$3,979	\$198,979	14.8873%
		CONTINGENCY	\$69,837	\$1,425	\$71,262	5.3317%
		<b>TOTAL YEAR 1 - 2022</b>	<b>\$1,309,837</b>	<b>\$26,731</b>	<b>\$1,336,568</b>	<b>100.0000%</b>
YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 2 - 2023	1	CIVIL SIDEWALKS	\$697,072	\$14,226	\$711,298	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$145,055	\$2,960	\$148,015	13.7422%
		ADMINISTRATION	\$157,143	\$3,207	\$160,350	14.8873%
		CONTINGENCY	\$56,279	\$1,149	\$57,428	5.3317%
	SUBTOTAL	\$1,055,549	\$21,542	\$1,077,091	100.0000%	

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

	2	CIVIL SIDEWALKS	\$211,178	\$4,310	\$215,488	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$43,945	\$897	\$44,842	13.7422%
		ADMINISTRATION	\$47,607	\$971	\$48,578	14.8873%
		CONTINGENCY	\$17,050	\$348	\$17,398	5.3317%
		SUBTOTAL	\$319,780	\$6,526	\$326,306	100.0000%
	1&2	CIVIL SIDEWALKS	\$908,250	\$18,536	\$926,786	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$189,000	\$3,857	\$192,857	13.7422%
		ADMINISTRATION	\$204,750	\$4,178	\$208,928	14.8873%
		CONTINGENCY	\$73,329	\$1,497	\$74,826	5.3317%
		<b>TOTAL YEAR 2 - 2023</b>	<b>\$1,375,329</b>	<b>\$28,068</b>	<b>\$1,403,397</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 3 - 2024	1	CIVIL SIDEWALKS	\$731,926	\$14,937	\$746,863	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$152,308	\$3,108	\$155,416	13.7422%
		ADMINISTRATION	\$165,000	\$3,367	\$168,367	14.8873%
		CONTINGENCY	\$59,093	\$1,206	\$60,299	5.3317%
		SUBTOTAL	\$1,108,327	\$22,618	\$1,130,945	100.0000%
	2	CIVIL SIDEWALKS	\$221,737	\$4,526	\$226,263	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$46,142	\$942	\$47,084	13.7422%
		ADMINISTRATION	\$49,987	\$1,020	\$51,007	14.8873%
		CONTINGENCY	\$17,903	\$365	\$18,268	5.3317%
		SUBTOTAL	\$335,769	\$6,853	\$342,622	100.0000%
	1&2	CIVIL SIDEWALKS	\$953,663	\$19,463	\$973,126	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$198,450	\$4,050	\$202,500	13.7422%
		ADMINISTRATION	\$214,987	\$4,387	\$219,374	14.8873%
		CONTINGENCY	\$76,996	\$1,571	\$78,567	5.3317%
		<b>TOTAL YEAR 3 - 2024</b>	<b>\$1,444,096</b>	<b>\$29,471</b>	<b>\$1,473,567</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 4 - 2025	1	CIVIL SIDEWALKS	\$768,522	\$15,684	\$784,206	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$159,923	\$3,263	\$163,186	13.7422%
		ADMINISTRATION	\$173,250	\$3,535	\$176,785	14.8873%
		CONTINGENCY	\$62,048	\$1,266	\$63,314	5.3317%
		SUBTOTAL	\$1,163,743	\$23,748	\$1,187,491	100.0000%
	2	CIVIL SIDEWALKS	\$232,824	\$4,752	\$237,576	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$48,449	\$989	\$49,438	13.7422%
		ADMINISTRATION	\$52,486	\$1,071	\$53,557	14.8873%
		CONTINGENCY	\$18,798	\$383	\$19,181	5.3317%
		SUBTOTAL	\$352,557	\$7,195	\$359,752	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,001,346	\$20,436	\$1,021,782	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$208,372	\$4,252	\$212,624	13.7422%
		ADMINISTRATION	\$225,736	\$4,606	\$230,342	14.8873%
		CONTINGENCY	\$80,846	\$1,649	\$82,495	5.3317%
		<b>TOTAL YEAR 4 - 2025</b>	<b>\$1,516,300</b>	<b>\$30,943</b>	<b>\$1,547,243</b>	<b>100.0000%</b>

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 5 - 2026	1	CIVIL SIDEWALKS	\$806,948	\$16,468	\$823,416	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$167,919	\$3,426	\$171,345	13.7422%
		ADMINISTRATION	\$181,913	\$3,712	\$185,625	14.8873%
		CONTINGENCY	<u>\$65,150</u>	<u>\$1,329</u>	<u>\$66,479</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,221,930	\$24,935	\$1,246,865	100.0000%
	2	CIVIL SIDEWALKS	\$244,465	\$4,990	\$249,455	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$50,871	\$1,038	\$51,909	13.7422%
		ADMINISTRATION	\$55,110	\$1,125	\$56,235	14.8873%
		CONTINGENCY	<u>\$19,738</u>	<u>\$402</u>	<u>\$20,140</u>	<u>5.3317%</u>
		SUBTOTAL	\$370,184	\$7,555	\$377,739	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,051,413	\$21,458	\$1,072,871	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$218,790	\$4,464	\$223,254	13.7422%
		ADMINISTRATION	\$237,023	\$4,837	\$241,860	14.8873%
		CONTINGENCY	<u>\$84,888</u>	<u>\$1,731</u>	<u>\$86,619</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 5 - 2026</b>	<b>\$1,592,114</b>	<b>\$32,490</b>	<b>\$1,624,604</b>	<b>100.0000%</b>
		CIVIL SIDEWALKS	\$847,295	\$17,291	\$864,586	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$176,315	\$3,597	\$179,912	13.7422%
		ADMINISTRATION	\$191,009	\$3,898	\$194,907	14.8873%
		CONTINGENCY	<u>\$68,408</u>	<u>\$1,395</u>	<u>\$69,803</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,283,027	\$26,181	\$1,309,208	100.0000%
	2	CIVIL SIDEWALKS	\$256,688	\$5,240	\$261,928	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$53,415	\$1,090	\$54,505	13.7422%
		ADMINISTRATION	\$57,866	\$1,181	\$59,047	14.8873%
		CONTINGENCY	<u>\$20,725</u>	<u>\$422</u>	<u>\$21,147</u>	<u>5.3317%</u>
		SUBTOTAL	\$388,694	\$7,933	\$396,627	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,103,983	\$22,531	\$1,126,514	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$229,730	\$4,687	\$234,417	13.7422%
		ADMINISTRATION	\$248,875	\$5,079	\$253,954	14.8873%
		CONTINGENCY	<u>\$89,133</u>	<u>\$1,817</u>	<u>\$90,950</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 6 - 2027</b>	<b>\$1,671,721</b>	<b>\$34,114</b>	<b>\$1,705,835</b>	<b>100.0000%</b>
		CIVIL SIDEWALKS	\$889,660	\$18,156	\$907,816	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$185,131	\$3,777	\$188,908	13.7422%
		ADMINISTRATION	\$200,559	\$4,093	\$204,652	14.8873%
		CONTINGENCY	<u>\$71,828</u>	<u>\$1,465</u>	<u>\$73,293</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,347,178	\$27,491	\$1,374,669	100.0000%
	2	CIVIL SIDEWALKS	\$269,522	\$5,502	\$275,024	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$56,086	\$1,145	\$57,231	13.7422%
		ADMINISTRATION	\$60,759	\$1,240	\$61,999	14.8873%



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

		CONTINGENCY	\$21,761	\$443	\$22,204	5.3317%
		SUBTOTAL	\$408,128	\$8,330	\$416,458	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,159,182	\$23,658	\$1,182,840	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$241,217	\$4,922	\$246,139	13.7422%
		ADMINISTRATION	\$261,318	\$5,333	\$266,651	14.8873%
		CONTINGENCY	\$93,589	\$1,908	\$95,497	5.3317%
		<b>TOTAL YEAR 7 - 2028</b>	<b>\$1,755,306</b>	<b>\$35,821</b>	<b>\$1,791,127</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 8 - 2029	1	CIVIL SIDEWALKS	\$934,143	\$19,064	\$953,207	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$194,388	\$3,966	\$198,354	13.7422%
		ADMINISTRATION	\$210,587	\$4,298	\$214,885	14.8873%
		CONTINGENCY	\$75,419	\$1,538	\$76,957	5.3317%
		SUBTOTAL	\$1,414,537	\$28,866	\$1,443,403	100.0000%
	2	CIVIL SIDEWALKS	\$282,998	\$5,777	\$288,775	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$58,890	\$1,202	\$60,092	13.7422%
		ADMINISTRATION	\$63,797	\$1,302	\$65,099	14.8873%
		CONTINGENCY	\$22,849	\$465	\$23,314	5.3317%
		SUBTOTAL	\$428,534	\$8,746	\$437,280	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,217,141	\$24,841	\$1,241,982	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$253,278	\$5,168	\$258,446	13.7422%
		ADMINISTRATION	\$274,384	\$5,600	\$279,984	14.8873%
		CONTINGENCY	\$98,268	\$2,003	\$100,271	5.3317%
		<b>TOTAL YEAR 8 - 2029</b>	<b>\$1,843,071</b>	<b>\$37,612</b>	<b>\$1,880,683</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 9 - 2030	1	CIVIL SIDEWALKS	\$980,850	\$20,017	\$1,000,867	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$204,107	\$4,164	\$208,271	13.7422%
		ADMINISTRATION	\$221,116	\$4,513	\$225,629	14.8873%
		CONTINGENCY	\$79,190	\$1,615	\$80,805	5.3317%
		SUBTOTAL	\$1,485,263	\$30,309	\$1,515,572	100.0000%
	2	CIVIL SIDEWALKS	\$297,148	\$6,066	\$303,214	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$61,835	\$1,262	\$63,097	13.7422%
		ADMINISTRATION	\$66,987	\$1,367	\$68,354	14.8873%
		CONTINGENCY	\$23,991	\$488	\$24,479	5.3317%
		SUBTOTAL	\$449,961	\$9,183	\$459,144	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,277,998	\$26,083	\$1,304,081	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$265,942	\$5,426	\$271,368	13.7422%
		ADMINISTRATION	\$288,103	\$5,880	\$293,983	14.8873%
		CONTINGENCY	\$103,181	\$2,103	\$105,284	5.3317%
		<b>TOTAL YEAR 9 - 2030</b>	<b>\$1,935,224</b>	<b>\$39,492</b>	<b>\$1,974,716</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 10 - 2031	1	CIVIL SIDEWALKS	\$1,029,893	\$21,018	\$1,050,911	66.0388%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

		DISTRICT IDENTITY & PLACEMAKING	\$214,312	\$4,372	\$218,684	13.7422%
		ADMINISTRATION	\$232,172	\$4,739	\$236,911	14.8873%
		CONTINGENCY	<u>\$83,150</u>	<u>\$1,696</u>	<u>\$84,846</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,559,527	\$31,825	\$1,591,352	100.0000%
	2	CIVIL SIDEWALKS	\$312,005	\$6,369	\$318,374	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$64,927	\$1,325	\$66,252	13.7422%
		ADMINISTRATION	\$70,336	\$1,435	\$71,771	14.8873%
		CONTINGENCY	<u>\$25,191</u>	<u>\$512</u>	<u>\$25,703</u>	<u>5.3317%</u>
		SUBTOTAL	\$472,459	\$9,641	\$482,100	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,341,898	\$27,387	\$1,369,285	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$279,239	\$5,697	\$284,936	13.7422%
		ADMINISTRATION	\$302,508	\$6,174	\$308,682	14.8873%
		CONTINGENCY	<u>\$108,341</u>	<u>\$2,208</u>	<u>\$110,549</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 10 - 2031</b>	<b>\$2,031,986</b>	<b>\$41,466</b>	<b>\$2,073,452</b>	<b>100.0000%</b>

**OCTCBD WORK PLAN**

**Overview**

The Programs and activities to be funded by the OCTCBD include civil sidewalks, district identity & placemaking, administration and contingency. The property uses within the boundaries of the OCTCBD that will receive special benefits from OCTCBD funded programs, services and improvements are currently an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum and the Kaiser Convention Center. Services, programs and improvements provided and funded by the OCTCBD are primarily designed to provide special benefits as described below to identified assessed parcels within the boundaries of the OCTCBD. The varying programmed service levels in each benefit zone are delineated within each work plan element description.

These special benefits are particular and distinct to each and every identified assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The very nature of the purpose of the OCTCBD is to fund supplemental programs, services and improvements to assessed parcels within the OCTCBD boundaries above and beyond the base line services provided by the City of Oakland. The City of Oakland does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the OCTCBD are for services, programs and improvements directly benefiting each individual assessed parcel within the OCTCBD. No OCTCBD funded services, activities or programs will be provided outside of the OCTCBD boundaries.

The program special benefit cost allocations of the OCTCBD assessment revenues for Year 1 (2022) are shown in the Table on page 17 of this Report. The projected program special benefit cost allocations of the OCTCBD assessment revenues for the 10-year OCTCBD term, assuming a 5% maximum annual assessment rate increase, are shown in the Table on page 18 of this Report.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

### **WORK PLAN DETAILS**

The services to be provided by the OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency) are all designed to contribute to the cohesive commercial, residential and cultural arts fabric to ensure economic success and vitality of the OCTCBD. The assessed parcels in the OCTCBD will specially benefit from the OCTCBD programs in the form of increasing commerce and improving economic success and vitality through meeting the OCTCBD Goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each individual assessed parcel.

Assessed commercial parcels as well as commercial portions of mixed-use parcels are conferred proportionate special benefits from all OCTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. For these parcels, OCTCBD programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies and rental income. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the array of goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district.

For non-profit owned and occupied parcels and facilities within the OCTCBD, each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services, especially clean and safe to improve the cleanliness, security, and aesthetic appeal for their employees, students, patrons, visitors, vendors and other users of these non-profit locations and facilities; and special project programs designed to promote cultural activities and partnerships in support of district identity.

For residential parcels and residential portions of mixed-use parcels within the OCTCBD (all located on commercial zoned parcels), each of these parcels and uses specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from the civil sidewalks, district identity & placemaking, administration and contingency programs designed to improve the cleanliness, security, marketability and livability of these parcels and residential units on them. The special benefits conferred on all residential parcels and units is proportionate to those conferred on commercial parcels within the OCTCBD. For these parcels, OCTCBD programs, services and improvements are designed to increase residential rental occupancies and rental income. These programs, services and improvements are designed to improve security and aesthetic appeal for tenants, visitors and landlords of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the availability of residential rental units within the OCTCBD and the nearby array of goods, services and activities, all considered necessary in a competitive properly managed contemporary mixed-use business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

The following programs, services and improvements are proposed by the OCTCBD to specially benefit each and every individually assessed parcel within the OCTCBD boundaries. OCTCBD services, programs and improvements will not be provided to parcels outside the OCTCBD boundary. Assessment funds generated in each benefit zone shall only be used to provide services which specially benefit individual assessed parcels within that benefit zone.

**Civil Sidewalks**                      \$865,000                      66%

Examples of this category of special benefit services and costs may include, but are not limited to:

- Funding and implementation of the Chinatown Ambassador Program:
  - Increase neighborhood vibrancy through beautification and relationship building with merchants, workers and residents, including but not limited to:
  - Provide safe passage to and from destinations within Chinatown by providing escorts, directions/wayfinding, and general assistance
  - Address non-criminal complaints and de-escalate when possible (loud noises, illegal dumping, etc.). Otherwise, contact medical and emergency services.
  - Conduct wellness checks of individuals in need, provide linkages and referrals to social services.
  - Provide local workforce development opportunities
  - Foster multiracial and intergenerational relationships to deepen and widen investment, care, and connection to Chinatown
  - Engage, integrate, and manage volunteers who want to be trained in beautification, safety strolling, de-escalation, data collection, and relationship building with local residents and merchants.
- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing/ new public spaces that are not park of the City of Oakland Park responsibilities
- Installation of and maintenance of hanging plants, planting flowers throughout the district
- Personnel to manage the in-house or contracted maintenance and/or security teams.

Civil Sidewalk services will only be provided for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**District Identity & Placemaking**            \$180,000            14%

Examples of this category of special benefit services and costs may include, but are not limited to:

- Web site development and updating
- Social media, hiring of a bilingual public relations firm
- Enhancing the current Chamber holiday and seasonal decorations
- Branding of the OCTCBD properties so a positive image is promoted to the public including the development of a new logo
- Enhancement to the current Chamber Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage the in-house or contracted public relations, web site maintenance or social media contractors

The District Identity & Placemaking component will be provided only within the OCTCBD boundaries and for the special benefit of identified and assessed parcels within the OCTCBD.

**Administration**                    \$195,000            15%

Administration is key to the proper expenditure of OCTCBD assessment funds, advocacy for economic and public investment, and administration of OCTCBD programs and activities that are intended to provide consistent and effective services for the appeal of assessed properties within the OCTCBD which may in turn, increase business volumes, occupancies and rental income for each parcel and business within the OCTCBD.

Examples of this category of special benefit services and costs may include, but is not limited to:

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

Administration will only be provided for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

**Contingency**            \$69,837            5%

Examples of this category of special benefit services and costs include, but is not limited to:

- Delinquencies,
- City/County fees,
- Reserves

**OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT**

Contingency funds will only be expended for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

In summary, all OCTCBD funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the OCTCBD boundaries and none will be provided outside of the OCTCBD. Each assessed parcel within the OCTCBD will proportionately specially benefit from civil sidewalks, district identity & placemaking, administration and contingency. These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates of assessed parcels within the OCTCBD by deterring crime, reducing litter, installing physical improvements and professionally marketing goods, services and spaces available within the OCTCBD, all necessary in a competitive properly managed contemporary business district. All OCTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oakland and are only provided for the special benefit of each and every assessed parcel within the boundaries of the OCTCBD.

**WORK PLAN BUDGET**

Each identified assessed parcel within the OCTCBD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of OCTCBD funded services provided within each benefit zone. The projected OCTCBD program special benefit (assessments) allocation budget for Year 1 (2022) is shown in the following Table:

**OCTCBD Year 1 (2022) Special Benefit Assessment Budget by Zone**

<b>BENEFIT ZONE</b>	<b>CIVIL SIDEWALKS</b>	<b>DISTRICT IDENTITY &amp; PLACEMAKING</b>	<b>ADMINISTRATION</b>	<b>CONTINGENCY</b>	<b>TOTAL</b>
%	66%	14%	15%	5%	100%
1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
<b>TOTAL</b>	<b>\$865,000</b>	<b>\$180,000</b>	<b>\$195,000</b>	<b>\$69,837</b>	<b>\$1,309,837</b>

In order to carry out the OCTCBD programs outlined in the previous section, a Year 1-2022 assessment budget of \$1,309,837 is projected. Since the OCTCBD is planned for a 10-year term, projected program costs for future years (Years 2-10) are set at the inception of the OCTCBD. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per year, commensurate to special benefits conferred on each assessed parcel, is incorporated into the projected program costs and assessment rates for the 10-year OCTCBD term.

Funding carryovers, if any, may be reapportioned the following year for related programs, services and improvements in accordance with The Management District Plan. Detailed annual budgets will be prepared by the Owners’ Association Board and included in the Annual Report for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 10-year term of the proposed OCTCBD. Accordingly, the Owners’ Association shall have the ability to reallocate any budget line item within the budget categories, based

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

on such cost fluctuations subject to the review and approval by the Owners’ Association Board. Such reallocation will be included in the Annual Report for the approval by the Pasadena City Council pursuant to the Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category in accordance with The Management District Plan.

A 10-year projected OCTCBD special benefit budget is shown in the following Table:

**YEAR 1-10 PROJECTED OCTCBD ASSESSMENT BUDGET SUMMARY (Special Benefits)**

(Assumes 5% max rate increase per year)

YEAR	BENEFIT ZONE	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ADMINISTRATION	CONTINGENCY	TOTAL
	%	66.0%	14.0%	15.0%	5.0%	100.00%
<b>1</b>	1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
<b>2022</b>	2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
	TOTAL	\$865,000	\$180,000	\$195,000	\$69,837	\$1,309,837
<b>2</b>	1	\$697,072	\$145,055	\$157,143	\$56,279	\$1,055,550
<b>2023</b>	2	<u>\$211,178</u>	<u>\$43,945</u>	<u>\$47,607</u>	<u>\$17,050</u>	<u>\$319,779</u>
	TOTAL	\$908,250	\$189,000	\$204,750	\$73,329	\$1,375,329
<b>3</b>	1	\$731,926	\$152,308	\$165,000	\$59,093	\$1,108,328
<b>2024</b>	2	<u>\$221,737</u>	<u>\$46,142</u>	<u>\$49,987</u>	<u>\$17,903</u>	<u>\$335,768</u>
	TOTAL	\$953,663	\$198,450	\$214,987	\$76,996	\$1,444,096
<b>4</b>	1	\$768,522	\$159,923	\$173,250	\$62,048	\$1,163,744
<b>2025</b>	2	<u>\$232,824</u>	<u>\$48,449</u>	<u>\$52,486</u>	<u>\$18,798</u>	<u>\$352,556</u>
	TOTAL	\$1,001,346	\$208,372	\$225,736	\$80,846	\$1,516,300
<b>5</b>	1	\$806,948	\$167,919	\$181,913	\$65,150	\$1,221,931
<b>2026</b>	2	<u>\$244,465</u>	<u>\$50,871</u>	<u>\$55,110</u>	<u>\$19,738</u>	<u>\$370,184</u>
	TOTAL	\$1,051,413	\$218,790	\$237,023	\$84,888	\$1,592,115
<b>6</b>	1	\$847,295	\$176,315	\$191,009	\$68,408	\$1,283,028
<b>2027</b>	2	<u>\$256,688</u>	<u>\$53,415</u>	<u>\$57,866</u>	<u>\$20,725</u>	<u>\$388,693</u>
	TOTAL	\$1,103,983	\$229,730	\$248,875	\$89,133	\$1,671,721
<b>7</b>	1	\$889,660	\$185,131	\$200,559	\$71,828	\$1,347,179
<b>2028</b>	2	<u>\$269,522</u>	<u>\$56,086</u>	<u>\$60,759</u>	<u>\$21,761</u>	<u>\$408,128</u>
	TOTAL	\$1,159,182	\$241,217	\$261,318	\$93,589	\$1,755,307
<b>8</b>	1	\$934,143	\$194,388	\$210,587	\$75,419	\$1,414,538
<b>2029</b>	2	<u>\$282,998</u>	<u>\$58,890</u>	<u>\$63,797</u>	<u>\$22,849</u>	<u>\$428,534</u>
	TOTAL	\$1,217,141	\$253,278	\$274,384	\$98,268	\$1,843,072
<b>9</b>	1	\$980,850	\$204,107	\$221,116	\$79,190	\$1,485,265
<b>2030</b>	2	<u>\$297,148</u>	<u>\$61,835</u>	<u>\$66,987</u>	<u>\$23,991</u>	<u>\$449,961</u>
	TOTAL	\$1,277,998	\$265,942	\$288,103	\$103,181	\$1,935,226

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

<b>10</b>	1	\$1,029,893	\$214,312	\$232,172	\$83,150	\$1,559,528
<b>2031</b>	2	<u>\$312,005</u>	<u>\$64,927</u>	<u>\$70,336</u>	<u>\$25,191</u>	<u>\$472,459</u>
	TOTAL	\$1,341,898	\$279,239	\$302,508	\$108,341	\$2,031,987

The OCTCBD assessments may increase for each individual parcel each year during the 10-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Report and adopted by the City of Oakland City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners’ Association Board of the Directors (“Property Owners’ Association of the OCTCBD) shall determine the percentage increase, if any, to the annual assessment, not to exceed 5% per year. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the OCTCBD operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oakland. No bonds are to be issued in conjunction with the proposed OCTCBD.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 10th year of operation will be rolled over into the renewal budget or returned to stakeholders in accordance with State Law. OCTCBD assessment funds may be used to pay for costs related to the following OCTCBD renewal term. If the OCTCBD is not renewed or terminated for any reason, unencumbered/unexpended funds will be returned to the property owners in accordance with State Law.

**Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.**

Each identified assessed parcel within the OCTCBD will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency), it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified assessed parcel within the OCTCBD as a whole and the Benefit Zone in which it is located. Larger parcels and those with larger buildings and/or street frontages and/or ones located in Zone 1 are projected to impact the demand for services and programs to a greater extent than smaller parcels or smaller buildings and/or street frontages and/or located in Zone 2 and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program related costs.



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”**

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed OCTCBD, they are also considerably less than other options considered by the OCTCBD Formation Advisory Committee. The actual assessment rates for each parcel within the OCTCBD directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

**Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”**

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

For publicly owned and occupied parcels and facilities within the OCTCBD, it is the opinion of this Assessment Engineer that each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these non-profit locations and facilities. It is the opinion of this Assessment Engineer that publicly owned and occupied parcels will not specially benefit from District Identity and Placemaking programs and improvements as well as a portion of Administration and Contingency. Thus, publicly owned and occupied parcels will not be assessed for building area, only land area and street frontage. Publicly owned parcels with commercial uses on them will be fully assessed in the same manner as commercial parcels, including building area.

In the opinion of this Assessment Engineer, there is no clear and convincing evidence that publicly owned parcels will not proportionately specially benefit from OCTCBD services, programs and improvements as delineated above; therefore, all publicly owned parcel will be assessed at their respective rates and methodology as delineated in this Report. A list of the 37 publicly owned parcels within the proposed OCTCBD and their respective assessments is shown in the Table below:

**Publicly Owned Parcels**

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002-0075-002-01	COUNTY OF ALAMEDA	1	235 12TH ST	\$8,357.45	0.638%
002-0075-002-02	COUNTY OF ALAMEDA	1	1111 JACKSON ST	\$5,647.20	0.431%
002-0081-001-00	COUNTY OF ALAMEDA	1	165 13TH ST	\$14,035.55	1.071%
002-0087-001-00	COUNTY OF ALAMEDA	1	1221 OAK ST	\$14,104.25	1.076%
002-0087-002-00	COUNTY OF ALAMEDA	1	149 12TH ST	\$1,500.00	0.114%
002-0087-004-00	COUNTY OF ALAMEDA	1	125 12TH ST	\$4,300.00	0.328%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002-0087-008-00	COUNTY OF ALAMEDA	1	130 11TH ST	\$1,012.50	0.077%
002-0087-009-00	COUNTY OF ALAMEDA	1	140 11TH ST	\$2,500.00	0.191%
002-0091-002-00	COUNTY OF ALAMEDA	1	1225 FALLON ST	\$13,765.25	1.050%
002-0631-008-00	COUNTY OF ALAMEDA	1	1401 LAKESIDE DRIVE	\$3,523.10	0.269%
			<b>Total</b>	<b>\$68,745.30</b>	<b>5.244%</b>
001-0177-001-00	CITY OF OAKLAND	2	163 9TH ST	\$7,809.04	0.596%
001-0179-001-01	CITY OF OAKLAND	2	822 ALICE ST	\$1,069.92	0.082%
001-0179-001-02	CITY OF OAKLAND	2	ALICE ST	\$329.92	0.025%
001-0183-001-00	CITY OF OAKLAND	1	640 HARRISON ST	\$13,528.80	1.032%
002-0060-004-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0060-005-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0060-006-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0071-001-00	CITY OF OAKLAND	1	250 10TH ST	\$14,053.85	1.072%
002-0089-001-00	CITY OF OAKLAND	1	125 14TH ST	\$12,465.50	0.951%
002-0091-001-00	CITY OF OAKLAND	1	OAK ST	\$6,829.65	0.521%
002-0093-006-01	CITY OF OAKLAND	1	52 9TH ST	\$1,428.60	0.11%
002-0100-002-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-003-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-005-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-011-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$4,041.10	0.308%
018-0450-004-00	CITY OF OAKLAND	2	1000 OAK ST	\$43,225.00	3.30%
			<b>Total</b>	<b>\$104,781.38</b>	<b>7.997%</b>
001-0167-003-00	BART REAL ESTATE DEPT	2	7TH ST	\$2,834.80	0.216%
001-0169-001-00	BART REAL ESTATE DEPT	2	9TH ST	\$7,809.04	0.596%
001-0171-001-00	BART REAL ESTATE DEPT	2	MADISON ST	\$7,809.04	0.596%
001-0171-002-00	BART REAL ESTATE DEPT	2	8TH ST	\$13,134.04	1.002%
			<b>Total</b>	<b>\$31,586.92</b>	<b>2.409%</b>

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002-0071-002-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$2,000.00	0.153%
002-0071-003-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$1,499.85	0.115%
002-0071-010-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002-0071-011-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002-0071-012-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	HARRISON ST	\$2,396.10	0.183%
002-0073-001-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$14,093.90	1.076%
			<b>Total</b>	<b>\$20,987.75</b>	<b>1.602%</b>
002-0059-003-01	EAST BAY MUNICIPAL UTILITY DISTRICT	1	11TH ST	\$10,033.70	0.766%
			<b>Total</b>	<b>\$10,033.70</b>	<b>0.766%</b>

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.**

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed OCTCBD.

**Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”**

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Management District Plan and this Report. The proposed OCTCBD and resultant assessment levies will continue for 10-year and may be renewed again at that time. The reasons for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage of each OCTCBD assessed parcel within two benefit zones, except as noted herein.

### **Assessment Formula Methodology**

#### **Step 1. Select “Basic Benefit Unit(s)”**

##### **Background - Assessment Formula Development**

The method used to determine special benefits derived by each identified assessed property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the OCTCBD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by a CBD in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment districts, indirect or general benefit related costs may not be incorporated into the assessment formula and levied on the district properties; only direct or “special” benefits related costs may be used. Indirect or general benefits, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See page 20-21 of this Report for discussion regarding publicly owned parcels within the OCTCBD).

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the CBD.

The method and basis of spreading program costs varies from one CBD to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district. CBDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or “stepped-down” benefits derived.

### OCTCBD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), street frontage (Benefit Unit “C”), in the case of residential condo parcels, building square footage (Benefit Unit “D”) and in the case of single family residential parcels (SFR), street frontage (Benefit Unit “E”). Based on the shape of the proposed OCTCBD, as well as the nature of the work program, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within two benefit zones, except as noted herein.

In the opinion of this Assessment Engineer, the targeted weight of Zone 1 revenue to match the projected costs of Zone 1 services, should generate approximately 75% of the total OCTCBD revenue (76.7489 % when adjusted for precise parcel measurements and program costs and service levels).

In the opinion of this Assessment Engineer, the targeted weight of Zone B revenue to match the projected costs of Zone B services, should generate approximately 25% of the total OCTCBD revenue (23.2511 % when adjusted for precise parcel measurements and program costs and service levels).

Parcel building area, land area and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to the beneficiaries of CBD funded services, programs and improvements. These factors directly relate to the degree of special benefit each assessed parcel will receive from OCTCBD funded activities within each benefit zone.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Building area (Benefit Unit A & D) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on OCTCBD funded activities. The combined targeted weight of Units A & D is 55%. Unit A will actually generate 45.96946 % of the overall assessment revenue. Unit D will actually generate 7.6626% of the overall assessment revenue

Land area (Benefit Unit B) is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on OCTCBD funded activities. The targeted weight of Unit B is 30%. Unit B will actually generate 30.07338% of the overall assessment revenue.

Street frontage (Benefit Unit C & E) is a direct measure of each parcel’s corresponding impact or draw on OCTCBD funded activities. The combined targeted weight of Units C & E is 15%. Unit C will actually generate 15.74% of the overall assessment revenue. Unit E will actually generate 0.55465% of the overall assessment revenue.

### **Special Assessment Circumstances**

#### 1. Internal Structured Parking Building Area

It is the opinion of this Assessment Engineer that building area for private parking within a building shall not be assessed. Public parking, whether internal or external, will be assessed for the building area of such parking as well as the underlying parcel land area and street frontage.

#### 2. Residential Condominiums

There are 584 residential condominium units within the OCTCBD. It is the opinion of this Assessment Engineer that these residential condominium parcels will proportionately specially benefit from OCTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. As such, based on the development configuration of such units which are generally multi floor buildings with no direct land or street frontage, the assessments for residential condominiums shall be assessed based solely on the internal building area of each residential condominium unit.

#### 3. Single Family Residential Parcels

There are 45 parcels with single family residential (SFR) uses on them within the OCTCBD. It is the opinion of this Assessment Engineer that these SFR parcels will proportionately specially benefit from OCTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. It is the opinion of this Assessment Engineer that SFR parcels shall be assessed only on street frontage and not building nor land area.

#### 4. Multi-Unit Residential

In the opinion of this Engineer, parcels with multi-unit residential uses within the proposed OCTCBD, will proportionately specially benefit from OCTCBD funded programs, services and improvements similar to commercial parcels and uses. In the opinion of this Engineer, the level of benefit for the proposed OCTCBD funded programs, services and improvements for multi-unit residential use parcels is the same as the respective zone rates of commercial parcels and uses.

#### 5. Non-Profit and Publicly Owned Parcels

In the opinion of this Engineer, non-profit owned parcels, including publicly owned ones, within the proposed OCTCBD, will proportionately specially benefit from OCTCBD funded programs, services

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

and improvements but different than commercial parcels. The reason for this finding is rooted in the fact that commercial parcels and buildings provide the double benefit of directly generating income for the parcel in the form of market driven rents and, in turn, generate income to business owners as a function of retail sales areas, food and other service business space and office space to house revenue generating employees. This double benefit does not hold true for non-profit and publicly owned parcels and facilities. In the opinion of this Engineer, the assessment for non-profit and publicly owned parcels and facilities shall be based on land area and street frontage with no assessment levied on building area. Assessments shall be set at the same respective zone rates as commercial parcels and uses.

### 6. Affordable Multi-Unit Residential Parcels

Legally mandated affordable apartments, whether privately or owned by non-profit entities, will pay 50% of the building square footage costs or \$0.10 per building square foot regardless of the benefit zone location. Those buildings though will be assessed for street frontage and land area but will be assessed \$0.10 per building square foot on the affordable housing apartments. Any commercial properties (unless mandated to be affordable), that are included in the development site, will pay the full building assessment costs based upon their benefit zone. It will be up to the property owners to identify all legally assigned affordable housing building square footage to the district management corporation once the OCTCBD has been established.

### 5. Commercial and Mixed-Use Condominiums

Ground floor commercial condominiums within the OCTCBD shall be assessed based on actual land area covered, condominium building area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

#### Multi-Floor Commercial Only Condominiums (Upper Floors)

- Building area assessed at respective building area rate

#### Multi-Floor Mixed-Use Condominiums

- Commercial condo (See # 5 above)
- Residential condo (See # 2 above)

### ***Changes to Building and/or Parcel Size***

Any changes in building or parcel size as a result of new construction, demolitions, land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such building and/or parcel adjustments.

### ***Other Future Development***

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure in order to approve any such changes.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Step 2. Quantify Total Basic Benefit Units**

Considering all identified specially benefiting parcels within the OCTCBD and their respective assessable benefit units, the cumulative quantities by factor and zone are shown in the following Table:

**Year 1 – 2022 - Assessable Benefit Units**

BENEFIT ZONE	BLDG AREA (SQ FT)	LAND AREA (SQ FT)	STREET FRONTAGE (LN FT)	RESID CONDO BLDG AREA (SQ FT)	SFR STREET FRONTAGE (LN FT)	# OF ASSESSABLE PARCELS
1	2,262,009	2,004,350	31,163	478,958	125	1021
2	<u>998,154</u>	<u>1,165,746</u>	<u>16,784</u>	<u>22,881</u>	<u>1,328</u>	<u>256</u>
TOTAL	3,260,163	3,170,096	47,947	501,839	1,453	1,277

Considering all identified specially benefiting parcels within the OCTCBD and their respective assessable benefit units, the cumulative assessment revenue by factor and zone are shown in the following Table:

**Year 1 – 2022 - Assessment Revenue**

BENEFIT ZONE	BLDG AREA ASSMT REVENUE	LAND AREA ASSMT REVENUE	STREET FRONTAGE REVENUE	RESID CONDO BLDG AREA REVENUE	SFR STREET FRONTAGE REVENUE	TOTAL REVENUE	%
1	\$452,401.80	\$300,652.50	\$155,815.00	\$95,791.60	\$625.00	\$1,005,285.90	76.7489%
2	<u>\$149,723.10</u>	<u>\$93,259.68</u>	<u>\$50,352.00</u>	<u>\$4,576.20</u>	<u>\$6,640.00</u>	<u>\$304,550.98</u>	<u>23.2511%</u>
TOTAL	\$602,124.90	\$393,912.18	\$206,167.00	\$100,367.80	\$7,265.00	\$1,309,836.88	100.00%
1	34.538789%	22.953431%	11.895756%	7.313247%	0.047716%	76.7489%	
2	<u>11.430668%</u>	<u>7.119946%</u>	<u>3.844143%</u>	<u>0.349372%</u>	<u>0.506933%</u>	<u>23.2511%</u>	
TOTAL	45.969457%	30.073377%	15.739899%	7.662619%	0.554649%	100.0000%	

**Step 3. Calculate Benefit Units for Each Property.**

The number of Benefit Units for each identified benefiting parcel within the proposed OCTCBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the OCTCBD for their review. If a property owner believes there is an error on a parcel’s assessed footages, the OCTCBD may confirm the data with the Alameda County Assessor’s office. If OCTCBD data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the OCTCBD assessment may be corrected.

**Step 4. Determine Assessment Formula**

In the opinion of this Engineer, the assessment formula for the proposed OCTCBD is as follows:

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus  
 Land Area (Unit B) Sq Ft x Unit B Rate, plus  
 Street Frontage (Unit C) Lin Ft x Unit C Rate  
 or  
 = Residential Condo Building Area (Unit D) Sq Ft x Unit D Rate  
 or  
 = SFR Unit Street Frontage (Unit E) Lin Ft x Unit E Rate

Assessment Formula Unit Rates

Based on figures from the Assessable Benefit Units Table above, the assessment rates for each factor and zone are shown as calculated in the Table below:

**YEAR 1 –2022 Assessment Rates**

BENEFIT ZONE	BLDG AREA ASSMT RATE (\$/SQ FT)	LAND AREA ASSMT RATE (\$/SQ FT)	STREET FRONTAGE ASSMT RATE (\$/LN FT)	RESID CONDO BLDG AREA ASSMT RATE (\$/SQ FT)	SFR STREET FRONTAGE ASSMT RATE (\$/LN FT)
1	\$0.200000	\$0.150000	\$5.000000	\$0.200000	\$5.000000
2	\$0.150000	\$0.080000	\$3.000000	\$0.200000	\$5.000000

The complete Year 1 – 2022 assessment roll of all parcels to be assessed by the OCTCBD is included in this Plan as Appendix I.

**Step 5. Estimate Total OCTCBD Costs**

The total projected 10- year OCTCBD special benefit costs for 2022 – 2031 of the are shown in the Table on page 18 of this Report assuming a maximum 5% increase per year.

**Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIIID Section 4(b) of the California Constitution – Proposition 218)**

Total Year 1 special and districtwide general benefit related costs are estimated at \$1,336,568. Districtwide general benefits are factored at 2% of the total benefit value (see Finding 2 of this Report) with special benefits set at 98%. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2% general benefit value is computed to be \$26,731 with a resultant 98% special benefit limit computed at \$1,309,837. Based on current property data and land uses, this is the maximum amount of Year 1 (2022) revenue that can be derived from property assessments from the subject District.

All program costs associated with districtwide and site/activity specific general benefits will be derived



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

from sources other than OCTCBD assessments.

**Step 7. Calculate “Basic Unit Cost”**

With a YR 1 - 2021 assessment revenue portion of the budget set at \$1,309,837 (special benefit only), the Basic Unit Costs (rates) are shown earlier in Step 4. Since the OCTCBD is proposed to be renewed for a 10-year term, maximum assessments for future years (2023-2031) must be set at the inception of the proposed OCTCBD. An annual inflationary assessment rate increase of up to 5%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the OCTCBD Property Owner’s Association. The maximum assessment rates for the 10-year proposed OCTCBD term of 2022-2031 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed OCTCBD term (2022-2031).

**OCTCBD – 10-year Maximum Assessment Rates  
(Includes a 5%/Yr. Max Increase)**

<b>BENEFIT ZONE</b>	<b>BLDG AREA ASSMT RATE (\$/SQ FT)</b>	<b>LAND AREA ASSMT RATE (\$/SQ FT)</b>	<b>STREET FRONTAGE ASSMT RATE (\$/LN FT)</b>	<b>RESID CONDO BLDG AREA ASSMT RATE (\$/SQ FT)</b>	<b>SFR STREET FRONTAGE ASSMT RATE (\$/LN FT)</b>
<u>YEAR 1</u>					
1	\$0.200000	\$0.150000	\$5.000000	\$0.200000	\$5.000000
2	\$0.150000	\$0.080000	\$3.000000	\$0.200000	\$5.000000
<u>YEAR 2</u>					
1	\$0.210000	\$0.157500	\$5.250000	\$0.210000	\$5.250000
2	\$0.157500	\$0.084000	\$3.150000	\$0.210000	\$5.250000
<u>YEAR 3</u>					
1	\$0.220500	\$0.165375	\$5.512500	\$0.220500	\$5.512500
2	\$0.165375	\$0.088200	\$3.307500	\$0.220500	\$5.512500
<u>YEAR 4</u>					
1	\$0.231525	\$0.173644	\$5.788125	\$0.231525	\$5.788125
2	\$0.173644	\$0.092610	\$3.472875	\$0.231525	\$5.788125
<u>YEAR 5</u>					
1	\$0.243101	\$0.182326	\$6.077531	\$0.243101	\$6.077531
2	\$0.182326	\$0.097241	\$3.646519	\$0.243101	\$6.077531
<u>YEAR 6</u>					
1	\$0.255256	\$0.191442	\$6.381408	\$0.255256	\$6.381408
2	\$0.191442	\$0.102103	\$3.828845	\$0.255256	\$6.381408
<u>YEAR 7</u>					
1	\$0.268019	\$0.201014	\$6.700478	\$0.268019	\$6.700478
2	\$0.201014	\$0.107208	\$4.020287	\$0.268019	\$6.700478

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

<u>YEAR 8</u>					
1	\$0.281420	\$0.211065	\$7.035502	\$0.281420	\$7.035502
2	\$0.211065	\$0.112568	\$4.221301	\$0.281420	\$7.035502
<u>YEAR 9</u>					
1	\$0.295491	\$0.221618	\$7.387277	\$0.295491	\$7.387277
2	\$0.221618	\$0.118196	\$4.432366	\$0.295491	\$7.387277
<u>YEAR 10</u>					
1	\$0.310266	\$0.232699	\$7.756641	\$0.310266	\$7.756641
2	\$0.232699	\$0.124106	\$4.653984	\$0.310266	\$7.756641

**Step 8. Spread the Assessments**

The resultant assessment spread calculation results for each parcel within the OCTCBD are shown in the Management District and this Report and were determined by applying the OCTCBD assessment formula to each identified benefiting property.

**Miscellaneous OCTCBD Provisions**

**Time and Manner of Collecting Assessments:**

Assessments shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of Alameda (Operation Years 2022-2031). The OCTCBD assessments shall appear as a separate line item on the property tax bills issued by the Alameda County Assessor. The City of Oakland is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

**Bonds:**

No bonds are to be issued in conjunction with this proposed OCTCBD.

**Duration**

As allowed by the Ordinance, the OCTCBD will have a ten (10) year operational term from January 1, 2022 to December 31, 2031. The proposed OCTCBD operation is expected to begin services on January 1, 2022. If the OCTCBD is not renewed again at the end of the proposed 10-year renewal term, services will end on December 31, 2031.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

# APPENDIX 1

## OCTCBD YR 1 – 2022 ASSESSMENT ROLL

APN	Year 1 Assessment
001 -0167-001-00	\$450.00
001 -0167-002-00	\$463.70
001 -0167-003-00	\$2,834.80
001 -0167-004-00	\$432.80
001 -0167-005-00	\$1,377.85
001 -0167-006-00	\$125.00
001 -0167-007-00	\$125.00
001 -0167-008-00	\$580.25
001 -0167-009-00	\$2,991.40
001 -0167-010-00	\$1,866.10
001 -0167-011-00	\$695.90
001 -0167-012-00	\$215.00
001 -0169-001-00	\$7,809.04
001 -0169-002-00	\$1,329.10
001 -0169-003-00	\$2,050.00
001 -0169-004-00	\$747.50
001 -0169-005-00	\$1,112.45
001 -0169-006-00	\$125.00
001 -0169-007-00	\$125.00
001 -0169-008-00	\$1,521.70
001 -0169-009-00	\$125.00
001 -0169-010-00	\$125.00
001 -0169-011-00	\$125.00
001 -0169-012-00	\$1,073.15
001 -0169-013-00	\$606.20
001 -0169-014-00	\$125.00
001 -0169-015-00	\$657.80
001 -0169-016-00	\$657.80
001 -0169-017-00	\$575.00
001 -0169-018-00	\$690.50
001 -0169-019-00	\$145.00
001 -0169-020-00	\$768.00
001 -0169-021-00	\$822.30
001 -0171-001-00	\$7,809.04
001 -0171-002-00	\$13,134.04
001 -0173-001-00	\$625.00
001 -0173-002-00	\$125.00
001 -0173-003-00	\$125.00
001 -0173-004-00	\$125.00
001 -0173-005-00	\$125.00
001 -0173-006-00	\$1,122.05
001 -0173-007-00	\$904.45
001 -0173-008-00	\$586.40
001 -0173-009-00	\$6,086.10
001 -0173-010-00	\$550.00
001 -0173-012-01	\$2,810.00
001 -0173-013-00	\$125.00
001 -0173-014-00	\$125.00
001 -0173-015-00	\$125.00
001 -0175-001-00	\$525.00
001 -0175-002-00	\$150.00

001 -0175-003-00	\$492.60
001 -0175-004-00	\$792.65
001 -0175-005-00	\$125.00
001 -0175-006-00	\$594.05
001 -0175-007-00	\$1,274.50
001 -0175-011-00	\$1,029.90
001 -0175-012-00	\$624.90
001 -0175-013-00	\$944.00
001 -0175-014-00	\$125.00
001 -0175-016-00	\$546.05
001 -0175-017-00	\$125.00
001 -0175-018-00	\$655.70
001 -0175-019-00	\$543.65
001 -0175-020-00	\$1,575.50
001 -0175-021-00	\$620.00
001 -0175-023-00	\$246.00
001 -0175-024-00	\$166.80
001 -0175-025-00	\$123.20
001 -0175-026-00	\$123.20
001 -0175-027-00	\$181.00
001 -0175-028-00	\$181.00
001 -0175-029-00	\$123.20
001 -0175-030-00	\$123.20
001 -0175-031-00	\$181.00
001 -0175-032-00	\$166.80
001 -0175-033-00	\$123.20
001 -0175-034-00	\$123.20
001 -0175-035-00	\$181.00
001 -0175-036-00	\$181.00
001 -0175-037-00	\$123.20
001 -0175-038-00	\$123.20
001 -0175-039-00	\$181.00
001 -0175-040-00	\$240.00
001 -0175-041-00	\$211.20
001 -0175-042-00	\$181.00
001 -0175-043-00	\$181.00
001 -0175-044-00	\$123.20
001 -0175-045-00	\$123.20
001 -0175-046-00	\$181.00
001 -0175-049-00	\$123.60
001 -0175-050-00	\$278.00
001 -0175-051-00	\$282.80
001 -0177-001-00	\$7,809.04
001 -0177-002-00	\$932.60
001 -0177-003-00	\$860.50
001 -0177-004-00	\$125.00
001 -0177-005-00	\$532.85
001 -0177-006-00	\$125.00
001 -0177-007-00	\$633.05
001 -0177-008-00	\$739.55
001 -0177-009-00	\$1,381.70
001 -0177-010-00	\$542.45
001 -0177-011-00	\$848.90

001 -0177-012-00	\$643.25
001 -0177-013-00	\$225.00
001 -0177-014-01	\$1,525.23
001 -0177-014-02	\$939.22
001 -0177-015-00	\$125.00
001 -0177-016-00	\$125.00
001 -0177-017-00	\$125.00
001 -0177-018-00	\$125.00
001 -0177-019-00	\$125.00
001 -0177-020-00	\$1,297.50
001 -0177-021-00	\$1,295.40
001 -0179-001-01	\$1,069.92
001 -0179-001-02	\$329.92
001 -0179-002-00	\$275.00
001 -0179-003-00	\$275.00
001 -0179-004-00	\$1,895.00
001 -0179-005-00	\$2,187.05
001 -0179-006-00	\$1,395.00
001 -0179-007-00	\$465.70
001 -0179-008-00	\$275.00
001 -0179-009-00	\$275.00
001 -0179-010-00	\$275.00
001 -0179-011-00	\$155.00
001 -0179-012-00	\$1,274.48
001 -0179-013-00	\$1,484.00
001 -0179-014-00	\$927.15
001 -0179-015-00	\$550.00
001 -0179-016-00	\$643.40
001 -0179-017-00	\$2,698.20
001 -0179-018-00	\$2,194.95
001 -0179-019-00	\$2,088.90
001 -0179-020-00	\$556.70
001 -0179-021-00	\$125.00
001 -0179-022-00	\$125.00
001 -0179-023-00	\$500.00
001 -0179-024-00	\$125.00
001 -0179-025-00	\$614.70
001 -0179-026-00	\$125.00
001 -0179-027-00	\$125.00
001 -0181-001-00	\$790.00
001 -0181-002-00	\$125.00
001 -0181-003-00	\$509.50
001 -0181-004-00	\$368.25
001 -0181-005-00	\$125.00
001 -0181-006-00	\$724.55
001 -0181-007-00	\$1,255.00
001 -0181-008-00	\$548.45
001 -0181-009-00	\$937.88
001 -0181-010-00	\$681.76
001 -0181-011-00	\$424.00
001 -0181-012-00	\$2,584.55
001 -0181-013-00	\$600.65
001 -0181-014-00	\$650.00

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0181-015-00	\$582.65
001 -0181-016-00	\$599.60
001 -0181-018-00	\$665.65
001 -0181-019-00	\$505.20
001 -0181-021-00	\$690.50
001 -0181-022-00	\$375.00
001 -0183-001-00	\$13,528.80
001 -0185-001-00	\$2,687.50
001 -0185-004-00	\$1,139.00
001 -0185-010-00	\$1,659.05
001 -0185-011-00	\$3,588.35
001 -0185-012-02	\$2,343.75
001 -0185-013-00	\$2,652.25
001 -0185-014-00	\$2,243.60
001 -0185-015-00	\$2,000.00
001 -0185-016-00	\$1,665.20
001 -0185-017-00	\$1,500.00
001 -0185-018-00	\$4,857.50
001 -0185-019-00	\$2,203.90
001 -0185-020-00	\$2,256.00
001 -0185-021-00	\$1,460.60
001 -0185-022-00	\$1,016.80
001 -0185-023-00	\$1,005.20
001 -0185-024-00	\$1,802.40
001 -0185-025-00	\$500.00
001 -0185-026-00	\$2,000.00
001 -0185-027-00	\$5,100.00
001 -0185-029-00	\$65.00
001 -0185-030-00	\$266.80
001 -0185-031-00	\$266.80
001 -0185-032-00	\$266.80
001 -0185-033-00	\$266.80
001 -0187-002-01	\$2,352.05
001 -0187-004-00	\$1,149.60
001 -0187-005-02	\$1,314.65
001 -0187-006-01	\$14,834.00
001 -0187-009-00	\$8,419.30
001 -0187-010-00	\$6,596.65
001 -0187-011-00	\$1,455.00
001 -0187-012-00	\$2,780.00
001 -0187-013-01	\$1,697.50
001 -0187-016-00	\$1,888.20
001 -0187-017-00	\$941.50
001 -0187-018-00	\$4,706.00
001 -0187-019-00	\$2,191.00
001 -0187-020-00	\$1,940.00
001 -0187-021-00	\$500.00
001 -0187-022-00	\$500.00
001 -0187-024-01	\$2,901.50

001 -0187-025-00	\$1,434.85
001 -0187-027-00	\$778.50
001 -0187-028-00	\$676.30
001 -0187-029-00	\$653.20
001 -0187-030-00	\$645.50
001 -0187-031-00	\$410.30
001 -0187-032-00	\$139.60
001 -0187-033-00	\$97.80
001 -0187-034-00	\$129.00
001 -0187-035-00	\$142.00
001 -0187-036-00	\$196.20
001 -0187-037-00	\$152.20
001 -0187-038-00	\$147.00
001 -0187-039-00	\$264.00
001 -0187-040-00	\$136.20
001 -0187-041-00	\$132.60
001 -0187-042-00	\$132.60
001 -0187-043-00	\$166.60
001 -0187-044-00	\$118.60
001 -0187-045-00	\$127.20
001 -0187-046-00	\$127.20
001 -0187-047-00	\$165.80
001 -0187-048-00	\$136.20
001 -0187-049-00	\$132.60
001 -0187-050-00	\$132.60
001 -0187-051-00	\$166.60
001 -0187-052-00	\$118.60
001 -0187-053-00	\$127.20
001 -0187-054-00	\$127.20
001 -0187-055-00	\$165.80
001 -0187-056-00	\$136.20
001 -0187-057-00	\$132.60
001 -0187-058-00	\$132.60
001 -0187-059-00	\$166.60
001 -0187-060-00	\$118.60
001 -0187-061-00	\$132.60
001 -0187-062-00	\$127.20
001 -0187-063-00	\$165.80
001 -0187-065-00	\$341.25
001 -0187-066-00	\$178.60
001 -0187-067-00	\$417.20
001 -0187-068-00	\$174.80
001 -0187-069-00	\$0.00
001 -0187-070-00	\$174.80
001 -0187-071-01	\$190.00
001 -0187-071-02	\$186.00
001 -0187-071-03	\$178.00
001 -0187-072-00	\$561.05
001 -0187-073-00	\$133.20

001 -0187-074-00	\$210.00
001 -0187-075-00	\$0.00
001 -0187-076-00	\$233.10
001 -0187-077-00	\$210.00
001 -0187-078-00	\$349.40
001 -0187-079-00	\$126.60
001 -0187-080-00	\$169.60
001 -0187-081-00	\$0.00
001 -0187-082-00	\$187.60
001 -0187-083-00	\$172.00
001 -0187-084-00	\$0.00
001 -0189-001-00	\$5,500.00
001 -0189-002-00	\$1,275.00
001 -0189-003-00	\$312.50
001 -0189-004-00	\$889.50
001 -0189-005-00	\$1,947.45
001 -0189-006-00	\$781.25
001 -0189-007-00	\$406.25
001 -0189-008-00	\$1,152.85
001 -0189-009-00	\$525.00
001 -0189-010-00	\$933.10
001 -0189-011-00	\$125.00
001 -0189-012-00	\$1,436.45
001 -0189-013-00	\$2,684.00
001 -0189-014-01	\$2,700.00
001 -0189-016-00	\$1,531.25
001 -0189-017-00	\$125.00
001 -0189-018-00	\$1,206.65
001 -0191-007-01	\$25,486.20
001 -0193-001-00	\$5,440.00
001 -0193-002-00	\$970.00
001 -0193-003-00	\$1,502.50
001 -0193-004-00	\$1,793.60
001 -0193-007-00	\$4,607.15
001 -0193-008-00	\$1,306.25
001 -0193-009-00	\$4,741.00
001 -0193-010-00	\$2,250.00
001 -0193-011-00	\$966.40
001 -0193-012-00	\$936.00
001 -0193-013-00	\$2,964.00
001 -0193-014-00	\$1,562.50
001 -0193-016-00	\$1,935.10
001 -0193-017-00	\$2,252.50
001 -0193-018-00	\$4,420.00
001 -0193-019-00	\$1,850.00
001 -0193-020-00	\$1,875.00
001 -0193-021-00	\$2,441.20
001 -0193-022-00	\$3,785.75
001 -0193-023-00	\$3,318.75

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0193-024-01	\$2,059.10
001 -0193-024-02	\$1,000.00
001 -0193-025-00	\$1,428.60
001 -0193-026-00	\$1,203.20
001 -0193-027-00	\$420.00
001 -0193-028-00	\$320.00
001 -0193-029-00	\$1,438.25
001 -0193-030-00	\$3,843.75
001 -0193-032-00	\$810.65
001 -0193-033-00	\$865.25
001 -0193-034-00	\$896.60
001 -0193-035-00	\$193.00
001 -0193-036-00	\$13.20
001 -0193-037-00	\$215.80
001 -0193-039-01	\$0.00
001 -0193-040-00	\$60.40
001 -0193-041-00	\$82.80
001 -0193-042-00	\$193.00
001 -0193-043-00	\$0.00
001 -0193-044-00	\$0.00
001 -0193-045-00	\$0.00
001 -0193-046-00	\$0.00
001 -0193-047-00	\$0.00
001 -0193-048-00	\$0.00
001 -0193-049-00	\$149.80
001 -0193-050-00	\$0.00
001 -0193-051-00	\$0.00
001 -0193-052-00	\$0.00
001 -0193-053-00	\$0.00
001 -0193-055-00	\$755.00
001 -0193-056-00	\$755.00
001 -0193-057-00	\$880.00
001 -0193-058-00	\$725.60
001 -0195-004-02	\$980.00
001 -0195-006-00	\$3,437.50
001 -0195-008-00	\$740.00
001 -0195-025-00	\$4,502.50
001 -0195-026-00	\$249.00
001 -0195-027-00	\$193.60
001 -0195-028-00	\$195.40
001 -0195-029-00	\$267.20
001 -0195-030-00	\$759.00
001 -0195-031-00	\$135.60
001 -0195-032-00	\$137.00
001 -0195-033-00	\$140.40
001 -0195-034-00	\$131.60
001 -0195-035-00	\$219.20
001 -0195-036-00	\$147.40
001 -0195-037-00	\$234.20

001 -0195-038-00	\$135.20
001 -0195-039-00	\$137.00
001 -0195-040-00	\$140.40
001 -0195-041-00	\$0.00
001 -0195-042-00	\$221.40
001 -0195-043-00	\$146.40
001 -0195-044-00	\$114.40
001 -0195-045-00	\$150.20
001 -0195-046-00	\$135.20
001 -0195-047-00	\$137.00
001 -0195-048-00	\$140.40
001 -0195-049-00	\$129.60
001 -0195-050-00	\$222.40
001 -0195-051-00	\$147.00
001 -0195-052-00	\$114.00
001 -0195-053-00	\$150.00
001 -0229-001-00	\$4,135.60
001 -0229-003-00	\$138.60
001 -0229-004-00	\$4,270.00
001 -0229-005-00	\$170.00
001 -0229-006-00	\$124.80
001 -0229-007-00	\$137.40
001 -0229-008-00	\$137.40
001 -0229-009-00	\$137.40
001 -0229-010-00	\$133.80
001 -0229-011-00	\$173.40
001 -0229-012-00	\$136.40
001 -0229-013-00	\$136.40
001 -0229-014-00	\$136.40
001 -0229-015-00	\$136.40
001 -0229-016-00	\$136.40
001 -0229-017-00	\$135.80
001 -0229-018-00	\$200.80
001 -0229-019-00	\$170.00
001 -0229-020-00	\$114.40
001 -0229-021-00	\$136.20
001 -0229-022-00	\$136.20
001 -0229-023-00	\$136.20
001 -0229-024-00	\$130.80
001 -0229-025-00	\$173.40
001 -0229-026-00	\$136.40
001 -0229-027-00	\$136.40
001 -0229-028-00	\$136.40
001 -0229-029-00	\$136.40
001 -0229-030-00	\$136.40
001 -0229-031-00	\$135.80
001 -0229-032-00	\$200.80
001 -0229-033-00	\$170.00
001 -0229-034-00	\$114.40

001 -0229-035-00	\$136.20
001 -0229-036-00	\$136.20
001 -0229-037-00	\$136.20
001 -0229-038-00	\$130.80
001 -0229-039-00	\$152.00
001 -0229-040-00	\$136.40
001 -0229-041-00	\$136.40
001 -0229-042-00	\$136.40
001 -0229-043-00	\$136.40
001 -0229-044-00	\$136.40
001 -0229-045-00	\$135.80
001 -0229-046-00	\$200.80
001 -0229-048-00	\$0.00
001 -0229-049-00	\$0.00
001 -0229-050-00	\$0.00
001 -0229-051-00	\$0.00
001 -0229-052-00	\$0.00
001 -0229-053-00	\$0.00
001 -0229-054-00	\$0.00
001 -0229-055-00	\$0.00
001 -0229-056-00	\$0.00
001 -0229-057-00	\$0.00
001 -0229-058-00	\$0.00
001 -0234-002-00	\$1,490.00
001 -0234-003-00	\$500.00
001 -0234-004-00	\$2,000.00
001 -0234-005-00	\$3,000.75
001 -0234-007-00	\$621.60
001 -0234-008-00	\$642.00
001 -0235-001-00	\$169.60
001 -0235-002-00	\$212.80
001 -0235-003-00	\$231.60
001 -0235-004-00	\$281.80
001 -0235-005-00	\$170.80
001 -0235-006-00	\$158.20
001 -0235-007-00	\$170.80
001 -0235-008-00	\$221.00
001 -0235-009-00	\$199.00
001 -0235-010-00	\$235.20
001 -0235-011-00	\$181.00
001 -0235-012-00	\$237.00
001 -0235-013-00	\$245.00
001 -0235-014-00	\$180.40
001 -0235-015-00	\$249.20
001 -0235-016-00	\$324.60
001 -0235-017-00	\$330.80
001 -0235-018-00	\$193.20
001 -0235-019-00	\$330.80
001 -0235-020-00	\$157.00

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0235-021-00	\$324.60
001 -0236-001-00	\$169.60
001 -0236-002-00	\$275.20
001 -0236-003-00	\$231.60
001 -0236-004-00	\$266.20
001 -0236-005-00	\$170.80
001 -0236-006-00	\$158.20
001 -0236-007-00	\$170.80
001 -0236-008-00	\$221.00
001 -0236-009-00	\$199.00
001 -0236-010-00	\$235.20
001 -0236-011-00	\$181.00
001 -0236-012-00	\$237.00
001 -0236-013-00	\$250.60
001 -0236-014-00	\$180.40
001 -0236-015-00	\$249.20
001 -0236-016-00	\$193.20
001 -0236-017-00	\$157.00
001 -0237-001-00	\$169.60
001 -0237-002-00	\$275.20
001 -0237-003-00	\$231.60
001 -0237-004-00	\$266.20
001 -0237-005-00	\$170.80
001 -0237-006-00	\$158.20
001 -0237-007-00	\$170.80
001 -0237-008-00	\$221.00
001 -0237-009-00	\$199.00
001 -0237-010-00	\$235.20
001 -0237-011-00	\$181.00
001 -0237-012-00	\$237.00
001 -0237-013-00	\$247.00
001 -0237-014-00	\$180.40
001 -0237-015-00	\$249.20
001 -0237-016-00	\$193.20
001 -0237-017-00	\$157.00
001 -0237-018-00	\$169.60
001 -0237-019-00	\$275.20
001 -0237-020-00	\$231.60
001 -0237-021-00	\$266.20
001 -0238-001-00	\$170.80
001 -0238-002-00	\$158.20
001 -0238-003-00	\$170.80
001 -0238-004-00	\$221.00
001 -0238-005-00	\$199.00
001 -0238-006-00	\$158.20
001 -0238-007-00	\$181.00
001 -0238-008-00	\$237.00
001 -0238-009-00	\$250.60
001 -0238-010-00	\$235.20

001 -0238-011-00	\$161.00
001 -0238-012-00	\$327.20
001 -0238-013-00	\$250.60
001 -0238-014-00	\$193.20
001 -0238-015-00	\$250.60
001 -0238-016-00	\$157.00
001 -0238-017-00	\$327.20
001 -0239-001-00	\$169.60
001 -0239-002-00	\$275.20
001 -0239-003-00	\$231.60
001 -0239-004-00	\$266.20
001 -0239-005-00	\$170.80
001 -0239-006-00	\$158.20
001 -0239-007-00	\$170.80
001 -0239-008-00	\$221.00
001 -0239-009-00	\$199.00
001 -0239-010-00	\$235.20
001 -0239-011-00	\$181.00
001 -0239-012-00	\$237.00
001 -0239-013-00	\$250.60
001 -0239-014-00	\$180.40
001 -0239-015-00	\$249.20
001 -0239-016-00	\$172.40
001 -0239-017-00	\$174.80
001 -0239-018-00	\$193.20
001 -0239-019-00	\$174.80
001 -0239-020-00	\$157.00
001 -0239-021-00	\$172.40
001 -0240-001-00	\$169.60
001 -0240-002-00	\$275.20
001 -0240-003-00	\$231.60
001 -0240-004-00	\$266.20
001 -0240-005-00	\$170.80
001 -0240-006-00	\$158.20
001 -0240-007-00	\$170.80
001 -0240-008-00	\$221.00
001 -0240-009-00	\$199.00
001 -0240-010-00	\$235.20
001 -0240-011-00	\$181.00
001 -0240-012-00	\$237.00
001 -0240-013-00	\$250.60
001 -0240-014-00	\$180.40
001 -0240-015-00	\$249.20
001 -0241-001-00	\$162.40
001 -0241-002-00	\$264.00
001 -0241-003-00	\$222.00
001 -0241-004-00	\$255.80
001 -0241-005-00	\$163.80
001 -0241-006-00	\$154.00

001 -0241-007-00	\$163.80
001 -0241-008-00	\$212.00
001 -0241-009-00	\$182.60
001 -0241-010-00	\$224.80
001 -0241-011-00	\$181.00
001 -0241-012-00	\$226.60
001 -0241-013-00	\$240.40
001 -0241-014-00	\$165.60
001 -0241-015-00	\$238.80
001 -0242-001-00	\$162.40
001 -0242-002-00	\$264.00
001 -0242-003-00	\$222.00
001 -0242-004-00	\$255.80
001 -0242-005-00	\$163.80
001 -0242-006-00	\$154.00
001 -0242-007-00	\$163.80
001 -0242-008-00	\$212.00
001 -0242-009-00	\$182.60
001 -0242-010-00	\$224.80
001 -0242-011-00	\$181.00
001 -0242-012-00	\$226.60
001 -0242-013-00	\$240.40
001 -0242-014-00	\$165.60
001 -0242-015-00	\$238.80
001 -0243-001-00	\$162.40
001 -0243-002-00	\$264.00
001 -0243-003-00	\$222.00
001 -0243-004-00	\$255.80
001 -0243-005-00	\$163.80
001 -0243-006-00	\$154.00
001 -0243-007-00	\$163.80
001 -0243-008-00	\$212.00
001 -0243-009-00	\$182.60
001 -0243-010-00	\$224.80
001 -0243-011-00	\$181.00
001 -0243-012-00	\$226.60
001 -0243-013-00	\$240.40
001 -0243-014-00	\$165.60
001 -0243-015-00	\$238.80
002 -0057-005-00	\$5,021.80
002 -0057-006-00	\$2,633.60
002 -0057-007-00	\$5,196.20
002 -0057-011-00	\$4,800.00
002 -0057-012-00	\$6,228.80
002 -0057-013-00	\$1,990.00
002 -0057-014-00	\$5,505.50
002 -0057-015-00	\$1,062.50
002 -0057-020-00	\$14,318.60
002 -0059-003-01	\$10,033.70

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-001-00	\$0.00
002 -0060-002-00	\$0.00
002 -0060-003-00	\$0.00
002 -0060-004-00	\$0.00
002 -0060-005-00	\$0.00
002 -0060-006-00	\$0.00
002 -0060-007-00	\$150.00
002 -0060-008-00	\$117.60
002 -0060-009-00	\$173.40
002 -0060-010-00	\$109.40
002 -0060-011-00	\$234.40
002 -0060-012-00	\$119.60
002 -0060-013-00	\$123.60
002 -0060-014-00	\$172.00
002 -0060-015-00	\$123.00
002 -0060-016-00	\$184.40
002 -0060-017-00	\$178.40
002 -0060-018-00	\$117.00
002 -0060-019-00	\$149.40
002 -0060-020-00	\$173.00
002 -0060-021-00	\$177.60
002 -0060-022-00	\$177.60
002 -0060-023-00	\$132.60
002 -0060-024-00	\$120.80
002 -0060-025-00	\$135.20
002 -0060-026-00	\$178.00
002 -0060-027-00	\$133.00
002 -0060-028-00	\$122.40
002 -0060-029-00	\$121.20
002 -0060-030-00	\$226.20
002 -0060-031-00	\$150.00
002 -0060-032-00	\$117.60
002 -0060-033-00	\$173.40
002 -0060-034-00	\$109.40
002 -0060-035-00	\$234.40
002 -0060-036-00	\$119.60
002 -0060-037-00	\$123.60
002 -0060-038-00	\$172.00
002 -0060-039-00	\$123.00
002 -0060-040-00	\$184.40
002 -0060-041-00	\$178.40
002 -0060-042-00	\$117.00
002 -0060-043-00	\$149.40
002 -0060-044-00	\$184.20
002 -0060-045-00	\$173.20
002 -0060-046-00	\$189.00
002 -0060-047-00	\$177.60
002 -0060-048-00	\$136.20
002 -0060-049-00	\$120.80

002 -0060-050-00	\$138.60
002 -0060-051-00	\$178.00
002 -0060-052-00	\$133.00
002 -0060-053-00	\$122.40
002 -0060-054-00	\$121.20
002 -0060-055-00	\$226.20
002 -0060-056-00	\$150.00
002 -0060-057-00	\$175.20
002 -0060-058-00	\$123.00
002 -0060-059-00	\$178.40
002 -0060-060-00	\$167.20
002 -0060-061-00	\$172.00
002 -0060-062-00	\$123.00
002 -0060-063-00	\$184.40
002 -0060-064-00	\$123.00
002 -0060-065-00	\$117.00
002 -0060-066-00	\$123.00
002 -0060-067-00	\$178.40
002 -0060-068-00	\$149.40
002 -0060-069-00	\$184.20
002 -0060-070-00	\$173.20
002 -0060-071-00	\$183.00
002 -0060-072-00	\$174.20
002 -0060-073-00	\$207.40
002 -0060-074-00	\$117.40
002 -0060-075-00	\$206.00
002 -0060-076-00	\$174.40
002 -0060-077-00	\$118.80
002 -0060-078-00	\$117.80
002 -0060-079-00	\$222.80
002 -0060-080-00	\$150.00
002 -0060-081-00	\$175.20
002 -0060-082-00	\$123.00
002 -0060-083-00	\$178.40
002 -0060-084-00	\$167.20
002 -0060-085-00	\$172.00
002 -0060-086-00	\$123.00
002 -0060-087-00	\$184.40
002 -0060-088-00	\$123.00
002 -0060-089-00	\$117.00
002 -0060-090-00	\$123.00
002 -0060-091-00	\$178.40
002 -0060-092-00	\$149.40
002 -0060-093-00	\$184.20
002 -0060-094-00	\$173.20
002 -0060-095-00	\$184.40
002 -0060-096-00	\$183.00
002 -0060-097-00	\$206.20
002 -0060-098-00	\$117.40

002 -0060-099-00	\$206.00
002 -0060-100-00	\$173.20
002 -0060-101-00	\$117.60
002 -0060-102-00	\$161.20
002 -0060-103-00	\$179.20
002 -0060-104-00	\$150.00
002 -0060-105-00	\$175.20
002 -0060-106-00	\$123.00
002 -0060-107-00	\$178.40
002 -0060-108-00	\$167.20
002 -0060-109-00	\$172.00
002 -0060-110-00	\$123.00
002 -0060-111-00	\$184.40
002 -0060-112-00	\$123.00
002 -0060-113-00	\$112.60
002 -0060-114-00	\$123.00
002 -0060-115-00	\$174.40
002 -0060-116-00	\$150.00
002 -0060-117-00	\$175.20
002 -0060-118-00	\$123.00
002 -0060-119-00	\$182.00
002 -0060-120-00	\$168.80
002 -0060-121-00	\$172.00
002 -0060-122-00	\$124.60
002 -0060-123-00	\$184.40
002 -0060-124-00	\$123.00
002 -0060-125-00	\$112.60
002 -0060-126-00	\$123.00
002 -0060-127-00	\$177.80
002 -0060-128-00	\$150.00
002 -0060-129-00	\$175.20
002 -0060-130-00	\$123.00
002 -0060-131-00	\$182.00
002 -0060-132-00	\$168.80
002 -0060-133-00	\$172.00
002 -0060-134-00	\$124.60
002 -0060-135-00	\$184.40
002 -0060-136-00	\$123.00
002 -0060-137-00	\$116.20
002 -0060-138-00	\$123.00
002 -0060-139-00	\$177.80
002 -0060-140-00	\$150.00
002 -0060-141-00	\$175.20
002 -0060-142-00	\$123.00
002 -0060-143-00	\$182.00
002 -0060-144-00	\$168.80
002 -0060-145-00	\$172.00
002 -0060-146-00	\$124.60
002 -0060-147-00	\$184.40



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-148-00	\$123.00
002 -0060-149-00	\$116.20
002 -0060-150-00	\$123.00
002 -0060-151-00	\$177.80
002 -0060-152-00	\$150.20
002 -0060-153-00	\$175.40
002 -0060-154-00	\$173.40
002 -0060-155-00	\$171.60
002 -0060-156-00	\$227.40
002 -0060-157-00	\$171.80
002 -0060-158-00	\$123.40
002 -0060-159-00	\$184.40
002 -0060-160-00	\$122.00
002 -0060-161-00	\$116.20
002 -0060-162-00	\$179.60
002 -0060-163-00	\$150.20
002 -0060-164-00	\$179.00
002 -0060-165-00	\$177.20
002 -0060-166-00	\$178.60
002 -0060-167-00	\$234.40
002 -0060-168-00	\$173.40
002 -0060-169-00	\$125.20
002 -0060-170-00	\$186.00
002 -0060-171-00	\$123.60
002 -0060-172-00	\$116.20
002 -0060-173-00	\$179.60
002 -0060-174-00	\$150.20
002 -0060-175-00	\$179.00
002 -0060-176-00	\$177.20
002 -0060-177-00	\$178.60
002 -0060-178-00	\$234.40
002 -0060-179-00	\$173.40
002 -0060-180-00	\$125.20
002 -0060-181-00	\$186.00
002 -0060-182-00	\$123.60
002 -0060-183-00	\$116.20
002 -0060-184-00	\$179.60
002 -0060-185-00	\$150.20
002 -0060-186-00	\$175.40
002 -0060-187-00	\$173.40
002 -0060-188-00	\$178.60
002 -0060-189-00	\$234.40
002 -0060-190-00	\$171.80
002 -0060-191-00	\$123.40
002 -0060-192-00	\$184.40
002 -0060-193-00	\$122.00
002 -0060-194-00	\$121.80
002 -0060-195-00	\$188.00
002 -0060-196-00	\$150.20

002 -0060-197-00	\$175.40
002 -0060-198-00	\$173.40
002 -0060-199-00	\$178.60
002 -0060-200-00	\$234.40
002 -0060-201-00	\$171.80
002 -0060-202-00	\$123.40
002 -0060-203-00	\$184.40
002 -0060-204-00	\$122.00
002 -0060-205-00	\$121.80
002 -0060-206-00	\$188.00
002 -0060-207-00	\$143.40
002 -0060-208-00	\$120.20
002 -0060-209-00	\$111.80
002 -0060-210-00	\$102.40
002 -0060-211-00	\$154.00
002 -0060-212-00	\$105.20
002 -0060-213-00	\$107.40
002 -0060-214-00	\$105.40
002 -0060-215-00	\$156.40
002 -0060-216-00	\$164.20
002 -0060-217-00	\$163.20
002 -0060-218-00	\$168.00
002 -0060-219-00	\$154.40
002 -0060-220-00	\$104.20
002 -0060-221-00	\$135.40
002 -0060-222-00	\$111.80
002 -0060-223-00	\$111.80
002 -0060-224-00	\$154.00
002 -0060-225-00	\$105.20
002 -0060-226-00	\$107.40
002 -0060-227-00	\$105.40
002 -0060-228-00	\$156.40
002 -0060-229-00	\$164.20
002 -0060-230-00	\$163.20
002 -0060-231-00	\$168.00
002 -0060-232-00	\$155.00
002 -0060-233-00	\$189.00
002 -0060-234-00	\$120.20
002 -0060-235-00	\$106.80
002 -0060-236-00	\$155.00
002 -0060-237-00	\$107.00
002 -0060-238-00	\$161.40
002 -0060-239-00	\$108.60
002 -0060-240-00	\$164.20
002 -0060-241-00	\$156.40
002 -0060-242-00	\$168.00
002 -0060-243-00	\$163.20
002 -0060-244-00	\$155.00
002 -0060-245-00	\$189.00

002 -0060-246-00	\$120.20
002 -0060-247-00	\$106.80
002 -0060-248-00	\$155.00
002 -0060-249-00	\$107.00
002 -0060-250-00	\$158.00
002 -0060-251-00	\$105.00
002 -0060-252-00	\$164.20
002 -0060-253-00	\$156.40
002 -0060-254-00	\$168.00
002 -0060-255-00	\$163.20
002 -0060-256-00	\$155.00
002 -0060-325-00	\$0.00
002 -0060-326-00	\$84.60
002 -0060-327-00	\$85.20
002 -0060-328-00	\$84.60
002 -0060-329-00	\$82.60
002 -0060-330-00	\$254.40
002 -0060-331-00	\$277.40
002 -0060-332-00	\$265.00
002 -0060-333-00	\$132.80
002 -0060-334-00	\$373.60
002 -0060-335-00	\$106.20
002 -0060-336-00	\$85.60
002 -0060-337-00	\$85.20
002 -0060-338-00	\$94.80
002 -0060-339-00	\$108.60
002 -0060-340-00	\$44.40
002 -0060-341-00	\$242.20
002 -0060-342-00	\$311.20
002 -0060-343-00	\$103.40
002 -0060-344-00	\$76.00
002 -0060-345-00	\$616.60
002 -0060-346-00	\$90.60
002 -0060-347-00	\$94.40
002 -0060-348-00	\$153.00
002 -0060-349-00	\$327.40
002 -0060-350-00	\$1,223.40
002 -0060-351-00	\$71.00
002 -0060-352-00	\$264.80
002 -0060-353-00	\$175.60
002 -0060-354-00	\$171.20
002 -0060-355-00	\$67.20
002 -0060-356-00	\$78.80
002 -0060-357-00	\$50.80
002 -0060-358-00	\$795.60
002 -0060-359-00	\$527.20
002 -0060-360-00	\$381.80
002 -0060-361-00	\$336.60
002 -0060-362-00	\$81.60

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-363-00	\$115.00
002 -0060-364-00	\$438.80
002 -0060-365-00	\$202.20
002 -0060-366-00	\$129.60
002 -0060-367-00	\$136.40
002 -0060-368-00	\$136.40
002 -0060-369-00	\$129.60
002 -0060-370-00	\$371.60
002 -0060-371-00	\$103.00
002 -0060-372-00	\$200.40
002 -0060-373-00	\$448.40
002 -0060-374-00	\$266.40
002 -0060-375-00	\$303.40
002 -0060-376-00	\$297.00
002 -0060-377-00	\$436.80
002 -0060-378-00	\$71.80
002 -0060-379-00	\$71.80
002 -0060-380-00	\$405.00
002 -0060-381-00	\$477.80
002 -0060-382-00	\$132.40
002 -0060-383-00	\$128.40
002 -0060-384-00	\$146.20
002 -0060-385-00	\$123.20
002 -0060-386-00	\$202.80
002 -0060-387-00	\$156.60
002 -0060-388-00	\$80.60
002 -0060-389-00	\$100.80
002 -0060-390-00	\$773.20
002 -0060-391-00	\$300.00
002 -0060-392-00	\$1,570.60
002 -0060-393-00	\$1,396.40
002 -0061-012-00	\$5,031.00
002 -0061-013-00	\$2,970.00
002 -0061-015-00	\$5,000.00
002 -0061-016-00	\$1,650.40
002 -0061-017-01	\$4,425.00
002 -0061-018-00	\$6,260.00
002 -0061-019-00	\$1,034.05
002 -0063-001-00	\$7,839.80
002 -0063-002-00	\$6,593.95
002 -0063-003-00	\$782.50
002 -0063-005-00	\$6,024.15
002 -0063-006-00	\$58,798.60
002 -0063-007-00	\$3,833.55
002 -0063-008-00	\$9,526.30
002 -0065-008-00	\$3,500.00
002 -0065-009-00	\$1,000.00
002 -0065-015-00	\$259.20
002 -0065-016-00	\$256.60

002 -0065-017-00	\$195.40
002 -0065-018-00	\$190.20
002 -0065-019-00	\$335.30
002 -0065-020-00	\$164.20
002 -0065-021-00	\$215.20
002 -0065-022-00	\$198.40
002 -0065-023-00	\$193.80
002 -0065-024-00	\$164.20
002 -0065-025-00	\$215.20
002 -0065-026-00	\$198.40
002 -0065-027-00	\$193.80
002 -0065-028-00	\$164.20
002 -0065-029-00	\$215.20
002 -0065-030-00	\$198.40
002 -0065-031-00	\$193.80
002 -0065-032-00	\$164.20
002 -0065-033-00	\$215.20
002 -0065-034-00	\$198.40
002 -0065-035-00	\$193.80
002 -0067-001-00	\$41,049.40
002 -0069-002-00	\$6,460.00
002 -0069-003-01	\$3,500.00
002 -0069-005-00	\$2,492.30
002 -0069-007-01	\$1,866.20
002 -0069-008-00	\$1,975.95
002 -0069-009-00	\$125.00
002 -0069-010-00	\$3,150.00
002 -0069-011-00	\$5,010.00
002 -0069-012-00	\$4,511.60
002 -0071-001-00	\$14,053.85
002 -0071-002-00	\$2,000.00
002 -0071-003-00	\$1,499.85
002 -0071-004-00	\$1,000.00
002 -0071-005-00	\$8,500.00
002 -0071-006-00	\$1,299.80
002 -0071-007-00	\$1,551.80
002 -0071-008-00	\$1,565.50
002 -0071-009-00	\$2,338.40
002 -0071-010-00	\$498.95
002 -0071-011-00	\$498.95
002 -0071-012-00	\$2,396.10
002 -0073-001-00	\$14,093.90
002 -0073-002-00	\$1,704.00
002 -0073-003-00	\$1,904.90
002 -0073-004-00	\$1,282.20
002 -0073-006-01	\$3,875.00
002 -0073-009-00	\$114.54
002 -0073-010-00	\$232.30
002 -0073-011-00	\$234.14

002 -0073-012-00	\$250.70
002 -0073-013-00	\$507.15
002 -0073-014-00	\$551.31
002 -0073-015-00	\$69.00
002 -0073-016-00	\$343.62
002 -0073-017-00	\$69.00
002 -0073-018-00	\$69.00
002 -0073-019-00	\$69.00
002 -0073-020-00	\$114.90
002 -0073-021-00	\$118.20
002 -0073-022-00	\$90.90
002 -0073-023-00	\$0.00
002 -0073-024-00	\$91.35
002 -0073-025-00	\$117.90
002 -0073-026-00	\$111.75
002 -0073-027-00	\$114.75
002 -0073-028-00	\$134.70
002 -0073-029-00	\$134.70
002 -0073-030-00	\$117.00
002 -0073-031-00	\$115.20
002 -0073-032-00	\$122.55
002 -0073-033-00	\$89.25
002 -0073-034-00	\$89.25
002 -0073-035-00	\$122.55
002 -0073-036-00	\$114.90
002 -0073-037-00	\$118.20
002 -0073-038-00	\$90.90
002 -0073-039-00	\$90.45
002 -0073-040-00	\$91.35
002 -0073-041-00	\$169.80
002 -0073-042-00	\$111.75
002 -0073-043-00	\$114.75
002 -0073-044-00	\$134.70
002 -0073-045-00	\$134.70
002 -0073-046-00	\$117.00
002 -0073-047-00	\$115.20
002 -0073-048-00	\$122.55
002 -0073-049-00	\$89.25
002 -0073-050-00	\$89.25
002 -0073-051-00	\$122.55
002 -0073-052-00	\$119.85
002 -0073-055-00	\$259.35
002 -0073-056-00	\$336.30
002 -0073-057-00	\$363.90
002 -0073-058-00	\$257.85
002 -0073-059-00	\$342.45
002 -0073-060-00	\$107.40
002 -0073-061-00	\$107.40
002 -0073-062-00	\$336.30

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0073-063-00	\$555.91
002 -0073-064-00	\$148.05
002 -0073-066-00	\$1,367.04
002 -0075-001-00	\$9,084.00
002 -0075-002-01	\$8,357.45
002 -0075-002-02	\$5,647.20
002 -0077-001-00	\$58,984.55
002 -0079-005-00	\$3,900.00
002 -0079-006-00	\$18,962.40
002 -0081-001-00	\$14,035.55
002 -0081-003-00	\$4,500.00
002 -0081-004-00	\$2,811.40
002 -0081-005-00	\$1,917.90
002 -0081-006-00	\$2,840.00
002 -0081-008-01	\$15,719.75
002 -0083-002-00	\$125.00
002 -0083-003-00	\$125.00
002 -0083-004-00	\$1,060.20
002 -0083-005-00	\$1,104.55
002 -0083-006-00	\$1,593.75
002 -0083-007-00	\$1,182.20
002 -0083-008-00	\$2,085.60
002 -0083-009-00	\$2,855.90
002 -0083-010-00	\$2,629.70
002 -0083-011-00	\$2,000.00
002 -0083-012-00	\$1,500.00
002 -0083-013-00	\$2,065.00
002 -0083-014-00	\$2,225.00
002 -0083-015-00	\$1,175.00
002 -0083-017-00	\$1,271.95
002 -0083-018-00	\$883.10
002 -0083-019-00	\$788.60
002 -0083-020-00	\$1,282.75
002 -0083-021-00	\$1,060.60
002 -0083-022-00	\$2,057.00
002 -0083-023-00	\$3,138.90
002 -0083-024-00	\$3,207.90
002 -0083-025-00	\$972.25
002 -0083-026-00	\$1,455.10
002 -0083-027-00	\$3,291.30
002 -0083-030-00	\$907.05
002 -0083-031-00	\$138.00
002 -0083-032-00	\$132.00
002 -0083-033-00	\$141.80
002 -0083-034-00	\$139.20
002 -0083-035-00	\$227.40
002 -0083-036-00	\$135.20
002 -0083-037-00	\$148.00
002 -0083-038-00	\$155.40

002 -0083-039-00	\$169.00
002 -0083-040-00	\$141.80
002 -0083-041-00	\$139.20
002 -0083-042-00	\$227.40
002 -0083-043-00	\$135.20
002 -0083-044-00	\$148.00
002 -0083-045-00	\$155.40
002 -0083-046-00	\$169.00
002 -0083-047-00	\$141.80
002 -0083-048-00	\$139.20
002 -0083-049-00	\$227.40
002 -0083-050-00	\$135.20
002 -0083-051-00	\$148.00
002 -0083-052-00	\$155.40
002 -0083-053-00	\$169.00
002 -0083-054-00	\$140.80
002 -0083-055-00	\$139.20
002 -0083-056-00	\$224.20
002 -0083-057-00	\$134.40
002 -0083-058-00	\$149.80
002 -0083-059-00	\$155.40
002 -0083-060-00	\$169.00
002 -0083-061-00	\$140.20
002 -0083-062-00	\$139.20
002 -0083-063-00	\$222.00
002 -0083-064-00	\$133.80
002 -0083-065-00	\$149.80
002 -0083-066-00	\$0.00
002 -0085-001-00	\$6,500.00
002 -0085-002-00	\$1,600.00
002 -0085-003-00	\$6,144.20
002 -0085-004-00	\$6,500.00
002 -0085-005-00	\$720.00
002 -0085-006-00	\$2,024.40
002 -0085-007-00	\$4,700.00
002 -0085-008-00	\$1,093.90
002 -0085-009-00	\$1,045.00
002 -0085-010-00	\$3,048.75
002 -0085-011-00	\$1,125.00
002 -0085-012-00	\$5,841.45
002 -0085-013-00	\$979.31
002 -0085-014-00	\$771.48
002 -0085-015-00	\$803.96
002 -0085-016-00	\$740.00
002 -0085-017-00	\$165.00
002 -0085-018-00	\$1,088.20
002 -0087-001-00	\$14,104.25
002 -0087-002-00	\$1,500.00
002 -0087-003-00	\$1,990.00

002 -0087-004-00	\$4,300.00
002 -0087-005-00	\$4,091.90
002 -0087-006-00	\$1,922.05
002 -0087-007-00	\$1,192.50
002 -0087-008-00	\$1,012.50
002 -0087-009-00	\$2,500.00
002 -0089-001-00	\$12,465.50
002 -0091-001-00	\$6,829.65
002 -0091-002-00	\$13,765.25
002 -0093-001-00	\$1,900.65
002 -0093-002-00	\$997.80
002 -0093-003-00	\$4,404.80
002 -0093-004-00	\$2,470.90
002 -0093-005-00	\$1,166.00
002 -0093-006-01	\$1,428.60
002 -0093-008-00	\$1,709.80
002 -0093-009-00	\$850.00
002 -0093-010-00	\$926.55
002 -0093-011-00	\$1,862.85
002 -0100-001-00	\$0.00
002 -0100-002-00	\$0.00
002 -0100-003-00	\$0.00
002 -0100-004-00	\$0.00
002 -0100-005-00	\$0.00
002 -0100-006-00	\$0.00
002 -0100-007-00	\$1,238.30
002 -0100-008-00	\$232.30
002 -0100-009-00	\$3,916.50
002 -0100-010-00	\$0.00
002 -0100-011-00	\$4,041.10
002 -0100-012-00	\$1,818.40
002 -0100-013-00	\$9,000.00
002 -0112-001-00	\$1,704.00
002 -0112-002-00	\$504.00
002 -0112-003-00	\$2,400.00
002 -0112-004-00	\$2,868.00
002 -0112-005-00	\$3,495.20
002 -0112-006-00	\$970.00
002 -0112-007-00	\$4,382.85
002 -0112-008-00	\$2,871.60
002 -0112-009-00	\$1,628.00
002 -0112-010-00	\$2,453.00
002 -0113-001-00	\$658.75
002 -0113-002-00	\$131.65
002 -0113-003-00	\$78.80
002 -0113-004-00	\$104.70
002 -0113-005-00	\$104.70
002 -0113-006-00	\$104.70
002 -0113-007-00	\$104.70

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0113-008-00	\$104.70
002 -0113-009-00	\$190.80
002 -0113-010-00	\$111.35
002 -0113-011-00	\$113.10
002 -0113-012-00	\$113.10
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002 -0113-014-00	\$128.85
002 -0113-015-00	\$60.25
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002 -0113-017-00	\$60.95
002 -0113-018-00	\$110.30
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002 -0113-020-00	\$110.30
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002 -0113-022-00	\$110.30
002 -0113-023-00	\$65.50
002 -0113-024-00	\$120.45
002 -0113-025-00	\$60.60
002 -0113-026-00	\$109.60
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002 -0113-028-00	\$65.50
002 -0113-029-00	\$132.70
002 -0113-030-00	\$132.70
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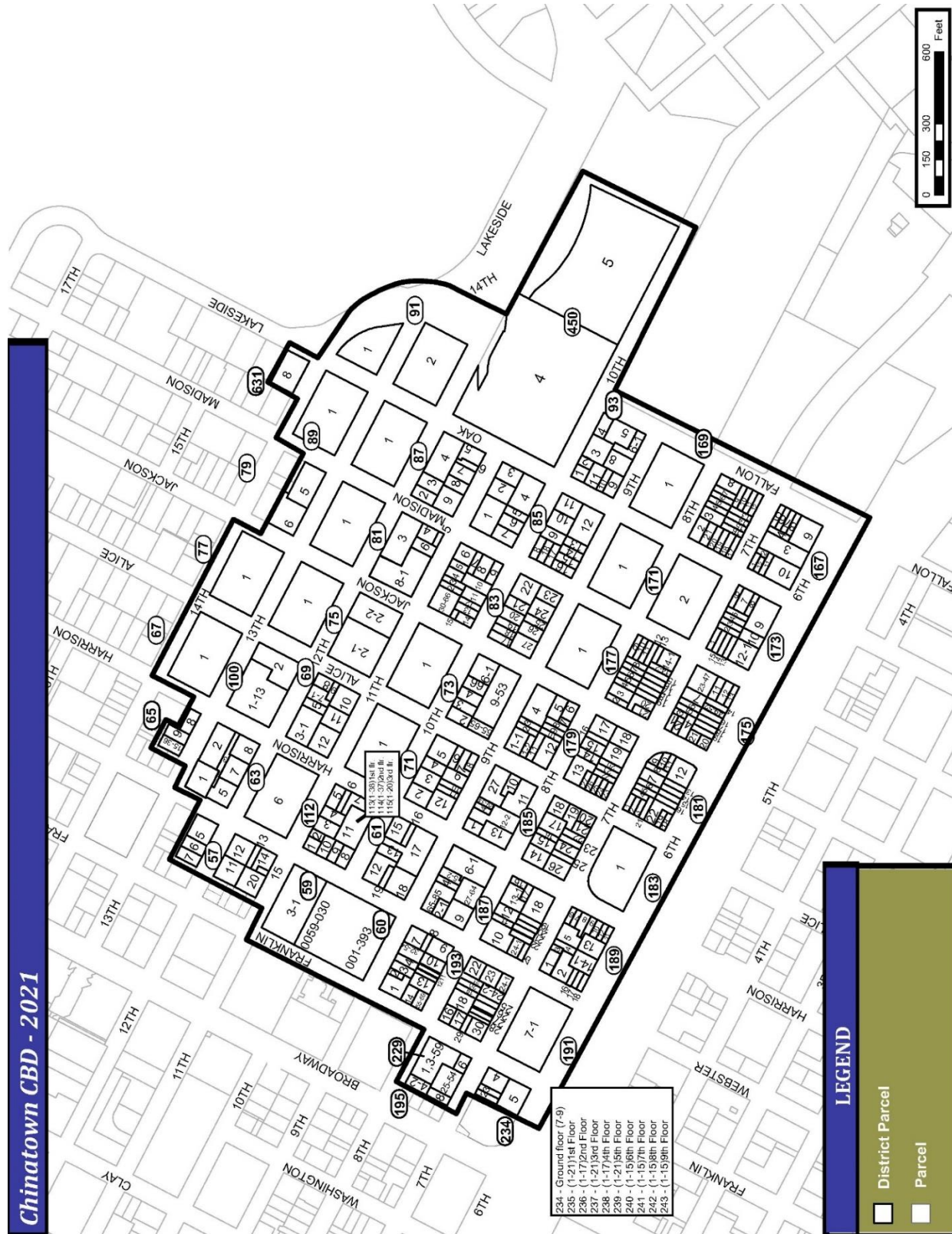
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002 -0114-030-00	\$30.80
002 -0114-031-00	\$19.00

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002 -0114-034-00	\$61.20
002 -0114-035-00	\$54.60
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002 -0114-037-00	\$27.60
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002 -0115-002-00	\$128.00
002 -0115-003-00	\$134.80
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002 -0115-005-00	\$108.00
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002 -0115-017-00	\$72.00
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002 -0115-020-00	\$134.40
002 -0631-008-00	\$3,523.10
018 -0450-004-00	\$43,225.00
018 -0450-005-00	\$47,257.00

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

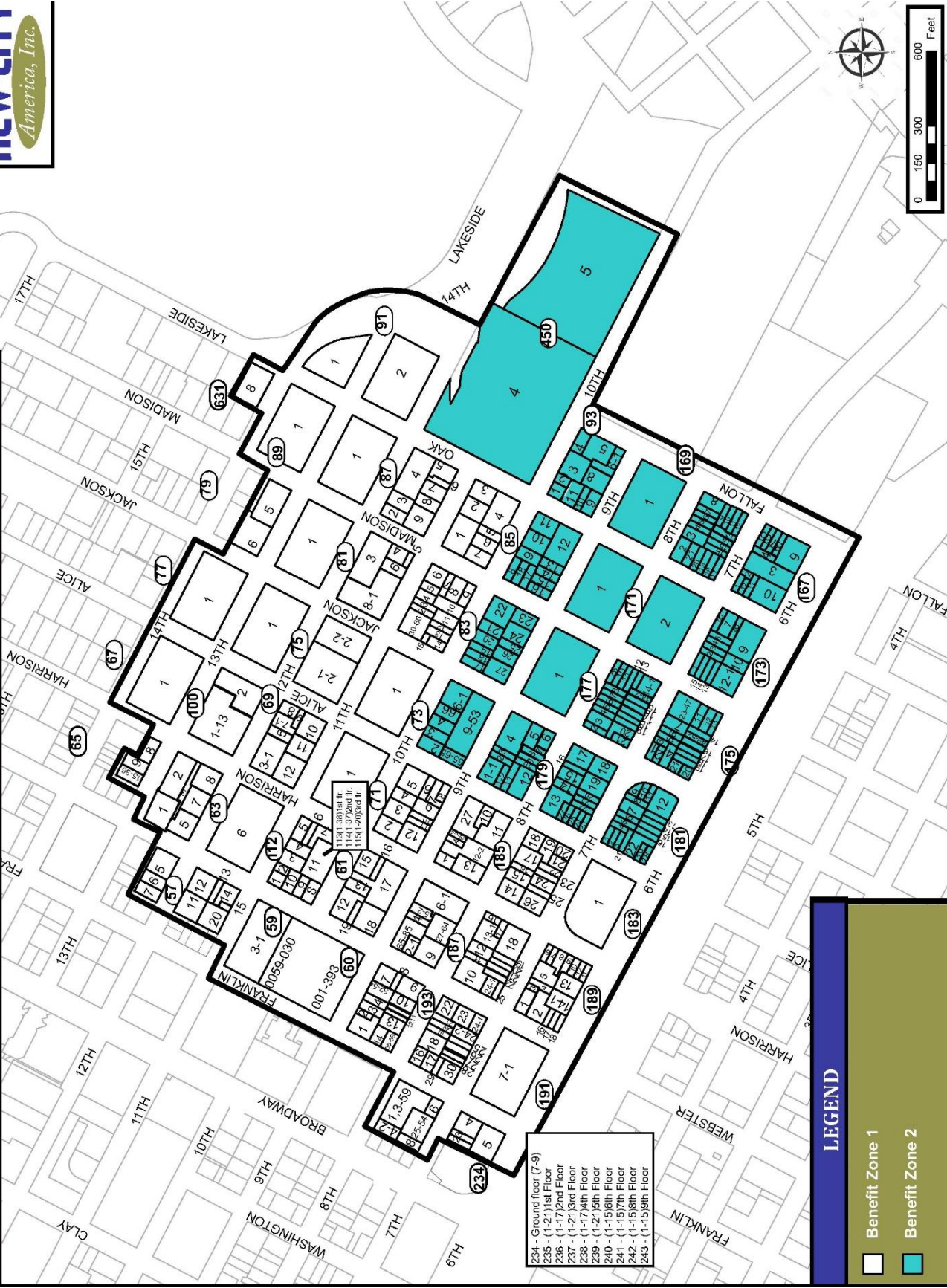
# APPENDIX 2

## OCTCBD BOUNDARY MAP





Oakland Chinatown CBD Benefit Zone Map - 4/1/2021



**ATTACHMENT B**

**THE OAKLAND CHINATOWN  
COMMUNITY BENEFIT DISTRICT**

**ASSESSMENT ENGINEER'S  
REPORT**

*Being established pursuant to the City of Oakland's  
Business Improvement Management District Ordinance of 1999  
# 12190, Under Municipal Code Chapter 4.48*

*Prepared by  
Edward V. Henning  
California Registered Professional Engineer # 26549  
Edward Henning & Associates*

**May 25, 2021**

**v 2.0**



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**ASSESSMENT ENGINEER’S REPORT**

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Oakland Chinatown Community Benefit District ("OCTCBD") being established for a ten (10) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

*Prepared by Edward V. Henning, California Registered Professional Engineer # 26549*



A handwritten signature in blue ink that reads "Edward V. Henning". The signature is written over a horizontal line that serves as a baseline for the name and date.

RPE #26549 May 25, 2021

Edward V. Henning

Date

*(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)*

**Introduction**

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIID of the California Constitution (Proposition 218) to support the benefit property assessments to be levied within the proposed OCTCBD in the City of Oakland, California being established for a ten (10) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed OCTCBD.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

### **Background**

The OCTCBD is a property-based benefit assessment type district being established for a ten (10) year term pursuant to the Business Improvement Management District Ordinance of 1999 # 12190 (the “Ordinance”), Under Municipal Code Chapter 4.48 of the Oakland City Code relating to the establishment of Business Improvement Districts. The Ordinance was modeled after Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a community benefit district (“CBD”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Ordinance and the Act, frequent references are made to the concept of relative “benefit” received from CBD programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

### **Supplemental Article XIID Section 4(b) California Constitution**

#### **Proposition 218 Procedures and Requirements**

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the OCTCBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution.

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the OCTCBD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the OCTCBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII D of the California Constitution):

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”****Boundaries**

The proposed OCTCBD consists of approximately 52 square blocks consisting of 1,293 parcels (1277 assessed) owned by 1,033 property owners, including parcels owned by the City of Oakland. See the OCTCBD map in Appendix 2 of this Report.

The OCTCBD is generally bounded by:

- *On the south:* bounded by the 880 freeway from Fallon Street on the east to Franklin Street on the west.
- *On the north:* in general, the northern boundary is represented by the parcels on both sides of 13<sup>th</sup> Street from Webster Street on the west up to Lakeside Drive on the east.
- *On the west:* Due to the inclusion of Chinatown properties in the 2018 renewal of the Downtown Community Benefit District, the western boundary include parcels on both sides of Franklin Street from the 880 to 8<sup>th</sup> Street, and then the parcels on the east side of Franklin between 8<sup>th</sup> Street northward to 11<sup>th</sup> Street, and does not include the parcels between 11<sup>th</sup> and 12<sup>th</sup> Street fronting on Franklin but the remainder of the parcels between 11<sup>th</sup> and 13<sup>th</sup> Street jogging northward which will be seen on the maps provided in this plan;
- *On the east:* parcels on the west side of Fallon Street from the 880 freeway to 10<sup>th</sup> Street, and then including both the Oakland Museum and Kaiser Convention Center sites, continuing on the west side of 14<sup>th</sup> Street up to both sides of 14<sup>th</sup> Street and Lakeside Drive.

**Benefit Zones**

The OCTCBD consists of two benefit zones.

**OCTCBD Boundary Rationale**

The OCTCBD boundaries are comprised of parcels that showcase an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum, the Kaiser Convention Center.

**Northern Boundary**

The northern boundary of the OCTCBD is defined by the parcels beginning at parcel 001-057-007 and running eastward to the intersection of 13<sup>th</sup> and Webster Streets and then proceeding north to include all of the parcels on both sides of 13<sup>th</sup> Street from parcels 001-063-001 and parcel 001-065-15-36 running eastward on both sides of 13<sup>th</sup> Street including the full block parcels between 13<sup>th</sup> and 14<sup>th</sup> Streets, all of the way to the intersection of 13<sup>th</sup> Street and Lakeside Drive, to parcel 001-091-001.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided north of the northern OCTCBD boundary.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

### **Western Boundary**

Due to the inclusion of parcels along the Chinatown side of Broadway into the 2018 Downtown Oakland CBD, the parcel boundary on the west side is a bit fragmented. The western boundary commences at parcel 001-234-005 running mid-block (not include the Orchid Condominium) up to 7<sup>th</sup> Street. The boundary then crosses northward on 7<sup>th</sup> to include parcels 001-234-008, 001-234-004-001. The western boundary continues east to the intersection of Franklin Street and 8<sup>th</sup> Street, then running up Franklin to include all of the parcels on the east side of Franklin up to the intersection of 11<sup>th</sup> and Franklin Streets. The western boundary then excludes all of the parcels on the east and west side of the street, facing on to Franklin Street ending at parcel 001-057-007.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided west of the western OCTCBD boundary.

### **Southern Boundary**

The southern boundary of the OCTCBD includes all of the parcels on the north side of 6<sup>th</sup> Street between parcel 001-234-005 on the west up to parcel 001-167-009 on the east.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided south of the southern OCTCBD boundary.

### **Eastern Boundary**

The eastern boundary of the OCTCBD begins at the parcel at the intersection of Fallon and 6<sup>th</sup> Street, parcel number 001-167-009 and continues northward on the west side of Fallon Street up to the intersection of 10<sup>th</sup> Street and Fallon Street. (Does not include any frontage around Laney College). The eastern boundary then continues eastward to include the east side of the Kaiser Convention Center and stops at their 10<sup>th</sup> Street parcel eastern boundary. The eastern boundary then picks up north of the Oakland Museum at the intersection of Lakeside Drive and 12<sup>th</sup> Street next to the County Administration Center. The eastern boundary then continues northward up 14<sup>th</sup> street and ends at the intersection of 14<sup>th</sup> Street and Lakeside Drive including parcel 001-631-008.

The OCTCBD will only provide services to the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No OCTCBD programs and services will be provided east of the eastern OCTCBD boundary.

All identified parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in the Plan and in this Assessment Engineer’s Report. All OCTCBD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the OCTCBD boundaries and none will be provided outside of the OCTCBD. Each assessed parcel within the OCTCBD will proportionately specially benefit from the OCTCBD funded civil sidewalks, district identity & placemaking, administration and contingency as described in more detail under “Work Plan”, beginning on page 13 of this Report. These services, programs and improvements are intended to improve commerce, employment, rents and commercial/residential occupancy rates of parcels and businesses within the OCTCBD by reducing crime, litter and debris and professionally marketing goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district. All

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

OCTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oakland and are only provided for the special benefit of assessed parcels within the boundaries of the OCTCBD.

A list of all parcels included in the proposed OCTCBD is shown as Appendix 1, attached to this Report with their respective Alameda County assessor parcel number. The boundary of the proposed OCTCBD and parcels within it are shown on the map of the OCTCBD attached as Appendix 2 to this Report.

**Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “**

**QUANTITATIVE BENEFIT ANALYSIS**

As stipulated in Article XIIID Section 4(b) of the California Constitution, assessment district programs and activities confer a combination of general and special benefits, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the district.

The property uses within the boundaries of the OCTCBD that will receive special benefits from OCTCBD funded programs and services are currently an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum and the Kaiser Convention Center. No parcels within the OCTCBD are zoned solely residential. Services, programs and improvements provided and funded by the OCTCBD are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the OCTCBD.

The proposed OCTCBD programs, improvements and services and Year 1 – 2022 budget allocation are as follows:

**Year 1 – 2022 OCTCBD Special Benefit Cost Allocations (Assessment Revenue Only)**

BENEFIT ZONE	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ADMINISTRATION	CONTINGENCY	TOTAL
%	66%	14%	15%	5%	100%
1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
TOTAL	\$865,000	\$180,000	\$195,000	\$69,837	\$1,309,837

Assessed commercial parcels as well as commercial portions of mixed-use parcels are conferred proportionate special benefits from all OCTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. For these parcels,

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

OCTCBD programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies and rental income. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the array of goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district.

For non-profit owned and occupied parcels and facilities within the OCTCBD, it is the opinion of this Assessment Engineer that each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these non-profit locations and facilities.

For residential parcels and residential portions of mixed use parcels within the OCTCBD (all located on commercial zoned parcels), it is the opinion of this Assessment Engineer that each of these parcels and uses specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from the civil sidewalks, district identity & placemaking, administration and contingency programs designed to improve the cleanliness, security, marketability and livability of these parcels and residential units on them. The proportionate special benefits conferred on all residential parcels and units shall be considered in proportion to those conferred on commercial parcels within the OCTCBD. For these parcels, OCTCBD programs, services and improvements are designed to increase residential rental occupancies and income. These programs, services and improvements are designed to improve security and aesthetic appeal for tenants, visitors and landlords of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the availability of residential rental units within the OCTCBD and the nearby array of goods, services and activities, all considered necessary in a competitive properly managed contemporary mixed-use business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the OCTCBD, the very nature of the purpose of this CBD is to fund supplemental programs, services and improvements to assessed parcels within the OCTCBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the OCTCBD are for services, programs and improvements directly and specially benefiting each individual assessed parcel within the OCTCBD. No OCTCBD funded services, activities or programs will be provided outside of the OCTCBD boundaries.

While every attempt is made to provide OCTCBD services and programs to confer special benefits only to those identified assessed parcels within the OCTCBD, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the OCTCBD, or “spillover” onto parcels surrounding the OCTCBD, or to the public at large who might be passing through the OCTCBD with no intention of transacting business within the OCTCBD or interest in the OCTCBD itself.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 2-6% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

A majority of CBDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, (Article XIID Section 4(b) of the California Constitution) have used Method #3, the composite district overlay determinant method which will be used for the OCTCBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the OCTCBD, general benefit to the public at large within the OCTCBD and general benefit to parcels outside the OCTCBD.

### General Benefit – Assessed Parcels within the OCTCBD

OCTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed OCTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the OCTCBD. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on assessed parcels within the OCTCBD are distinct and special but in the case of the OCTCBD, it is projected that there are 0.25% general benefits conferred on these assessed parcels. This high ratio of special benefits to general benefits is because the OCTCBD funded programs and services are specially geared to the unique needs of each assessed parcel within the OCTCBD and are directed specially only to these assessed parcels within the OCTCBD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the OCTCBD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each assessed parcel. The computed 0.25% general benefit value on assessed parcels within the OCTCBD equates to \$3,275 or  $(.25\% \times \$1,309,837)$ .

### General Benefits – Outside Parcels

While OCTCBD programs and services will not be provided directly to parcels outside the OCTCBD boundaries, it is reasonable to conclude that OCTCBD services may confer an indirect general benefit on parcels adjacent to the OCTCBD boundaries. An inventory of the OCTCBD boundaries finds that the OCTCBD is immediately surrounded by 52 parcels. Of these 52 parcels, 40 are commercial zoned parcels with commercial uses, 8 are residentially zoned parcels with residential uses and 5 are publicly owned parcels with public uses.

The 52 parcels directly outside the OCTCBD boundaries can reasonably be assumed to receive some indirect general benefit as a result of OCTCBD funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 1277 assessed parcels within the OCTCBD, a benefit factor of 0.05 be attributed to general benefits conferred on the 40 non-OCTCBD commercial parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD, a benefit factor of 0.01 be attributed to general benefits conferred on the 8 non-OCTCBD residential parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD and, a benefit factor of 0.01 be attributed to general

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

benefits conferred on the 5 non-OCTCBD publicly owned parcels and uses located adjacent to or across the street from assessed parcels within the OCTCBD. The cumulative dollar value of this general benefit type equates to \$2,286 (\$2,052 + \$51 + \$83) as delineated in the following Table:

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Parcels within CTCBD	1277	1.000	1,277.00	99.8335%	\$1,309,837
Commercial parcels outside of CTCBD	40	0.050	2.00	0.1564%	\$2,052
Public parcels outside of CTCBD	5	0.010	0.05	0.0039%	\$51
Residential use parcels outside of CTCBD	8	0.010	<u>0.08</u>	<u>0.0063%</u>	<u>\$83</u>
TOTAL			1,279.13	100.00%	\$1,312,022

General Benefit - Public At Large

While the OCTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed OCTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the OCTCBD, these programs also provide general benefits to the public at large within the OCTCBD.

For CBD type activities, assessment Engineering experience in California has found that generally over 95% of people moving about within CBD boundaries are engaged in business related to assessed parcels and businesses contained on them within a CBD, while the public at large “just passing through” is typically 5% or less.

Based on experience curves and the nature of the proposed OCTCBD funded programs and over 30 years of assessment engineering experience, it is the opinion of this Engineer that districtwide general benefit factors for each of the OCTCBD funded special benefit program element costs that most likely provide a general benefit to the public at large are as shown in the Table below. These factors are applied to each program element costs in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to \$19,175 as delineated in the following Table:

Program Element	A Dollar Allocation	B General Benefit Percent	C General Benefit Factor	E General Benefit Value (A x C)
CIVIL SIDEWALKS	\$865,000	2.00%	0.020	\$17,300
DISTRICT IDENTITY & PLACEMAKING	\$180,000	0.50%	0.005	\$900
ADMINISTRATION	\$195,000	0.50%	0.005	\$975
CONTINGENCY	<u>\$69,837</u>	0.50%	0.005	<u>\$349</u>
TOTAL	\$1,309,837			\$19,175



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of districtwide general benefits conferred on assessed parcels within the OCTCBD, on parcels outside the OCTCBD, and on the public at large, equates to \$24,636 (\$3,275 + \$19,175 + \$2,186) or 1.8461%. For the purposes of this analysis, the districtwide general benefit factor of 1.8461% will be rounded up to 2% or \$26,731. This leaves a value of 98% assigned to special benefit related costs. The districtwide general benefit value of \$26,731 when added to the special benefit value of \$1,309,837 (Year 1 – 2022 assessments) equates to a total Year 1 – 2022 program cost of \$1,336,568. Remaining costs that are attributed to districtwide general benefits, will need to be derived from other non-assessment sources.

The program special benefit related cost allocations of the OCTCBD assessment revenues for Year 1 (2022) are shown in the Table on page 17 of this Report. The projected program special benefit related cost allocations of the OCTCBD assessment revenues for the 10-year OCTCBD term, assuming a 5% maximum annual assessment rate increase, are shown in the Table on page 18 of this Report.

A breakdown of projected special and districtwide general benefits for each year of the 6-year renewal term, assuming a 5% maximum annual assessment rate increase is shown in the following Table:

**10-Year Special + Districtwide General Benefits**  
(Assumes 5% max rate increase per year)

YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 1 - 2022	1	CIVIL SIDEWALKS	\$663,878	\$13,549	\$677,427	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$138,148	\$2,819	\$140,967	13.7422%
		ADMINISTRATION	\$149,660	\$3,054	\$152,714	14.8873%
		CONTINGENCY	<u>\$53,599</u>	<u>\$1,094</u>	<u>\$54,693</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,005,285	\$20,516	\$1,025,801	100.0000%
	2	CIVIL SIDEWALKS	\$201,122	\$4,105	\$205,227	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$41,852	\$854	\$42,706	13.7422%
		ADMINISTRATION	\$45,340	\$925	\$46,265	14.8873%
		CONTINGENCY	<u>\$16,238</u>	<u>\$331</u>	<u>\$16,569</u>	<u>5.3317%</u>
		SUBTOTAL	\$304,552	\$6,215	\$310,767	100.0000%
	1&2	CIVIL SIDEWALKS	\$865,000	\$17,654	\$882,654	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$180,000	\$3,673	\$183,673	13.7422%
		ADMINISTRATION	\$195,000	\$3,979	\$198,979	14.8873%
		CONTINGENCY	<u>\$69,837</u>	<u>\$1,425</u>	<u>\$71,262</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 1 - 2022</b>	<b>\$1,309,837</b>	<b>\$26,731</b>	<b>\$1,336,568</b>	<b>100.0000%</b>
YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 2 - 2023	1	CIVIL SIDEWALKS	\$697,072	\$14,226	\$711,298	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$145,055	\$2,960	\$148,015	13.7422%
		ADMINISTRATION	\$157,143	\$3,207	\$160,350	14.8873%
		CONTINGENCY	<u>\$56,279</u>	<u>\$1,149</u>	<u>\$57,428</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,055,549	\$21,542	\$1,077,091	100.0000%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

	2	CIVIL SIDEWALKS	\$211,178	\$4,310	\$215,488	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$43,945	\$897	\$44,842	13.7422%
		ADMINISTRATION	\$47,607	\$971	\$48,578	14.8873%
		CONTINGENCY	<u>\$17,050</u>	<u>\$348</u>	<u>\$17,398</u>	<u>5.3317%</u>
		SUBTOTAL	\$319,780	\$6,526	\$326,306	100.0000%
	1&2	CIVIL SIDEWALKS	\$908,250	\$18,536	\$926,786	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$189,000	\$3,857	\$192,857	13.7422%
		ADMINISTRATION	\$204,750	\$4,178	\$208,928	14.8873%
		CONTINGENCY	<u>\$73,329</u>	<u>\$1,497</u>	<u>\$74,826</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 2 - 2023</b>	<b>\$1,375,329</b>	<b>\$28,068</b>	<b>\$1,403,397</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 3 - 2024	1	CIVIL SIDEWALKS	\$731,926	\$14,937	\$746,863	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$152,308	\$3,108	\$155,416	13.7422%
		ADMINISTRATION	\$165,000	\$3,367	\$168,367	14.8873%
		CONTINGENCY	<u>\$59,093</u>	<u>\$1,206</u>	<u>\$60,299</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,108,327	\$22,618	\$1,130,945	100.0000%
	2	CIVIL SIDEWALKS	\$221,737	\$4,526	\$226,263	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$46,142	\$942	\$47,084	13.7422%
		ADMINISTRATION	\$49,987	\$1,020	\$51,007	14.8873%
		CONTINGENCY	<u>\$17,903</u>	<u>\$365</u>	<u>\$18,268</u>	<u>5.3317%</u>
		SUBTOTAL	\$335,769	\$6,853	\$342,622	100.0000%
	1&2	CIVIL SIDEWALKS	\$953,663	\$19,463	\$973,126	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$198,450	\$4,050	\$202,500	13.7422%
		ADMINISTRATION	\$214,987	\$4,387	\$219,374	14.8873%
		CONTINGENCY	<u>\$76,996</u>	<u>\$1,571</u>	<u>\$78,567</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 3 - 2024</b>	<b>\$1,444,096</b>	<b>\$29,471</b>	<b>\$1,473,567</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 4 - 2025	1	CIVIL SIDEWALKS	\$768,522	\$15,684	\$784,206	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$159,923	\$3,263	\$163,186	13.7422%
		ADMINISTRATION	\$173,250	\$3,535	\$176,785	14.8873%
		CONTINGENCY	<u>\$62,048</u>	<u>\$1,266</u>	<u>\$63,314</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,163,743	\$23,748	\$1,187,491	100.0000%
	2	CIVIL SIDEWALKS	\$232,824	\$4,752	\$237,576	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$48,449	\$989	\$49,438	13.7422%
		ADMINISTRATION	\$52,486	\$1,071	\$53,557	14.8873%
		CONTINGENCY	<u>\$18,798</u>	<u>\$383</u>	<u>\$19,181</u>	<u>5.3317%</u>
		SUBTOTAL	\$352,557	\$7,195	\$359,752	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,001,346	\$20,436	\$1,021,782	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$208,372	\$4,252	\$212,624	13.7422%
		ADMINISTRATION	\$225,736	\$4,606	\$230,342	14.8873%
		CONTINGENCY	<u>\$80,846</u>	<u>\$1,649</u>	<u>\$82,495</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 4 - 2025</b>	<b>\$1,516,300</b>	<b>\$30,943</b>	<b>\$1,547,243</b>	<b>100.0000%</b>

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 5 - 2026	1	CIVIL SIDEWALKS	\$806,948	\$16,468	\$823,416	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$167,919	\$3,426	\$171,345	13.7422%
		ADMINISTRATION	\$181,913	\$3,712	\$185,625	14.8873%
		CONTINGENCY	<u>\$65,150</u>	<u>\$1,329</u>	<u>\$66,479</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,221,930	\$24,935	\$1,246,865	100.0000%
	2	CIVIL SIDEWALKS	\$244,465	\$4,990	\$249,455	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$50,871	\$1,038	\$51,909	13.7422%
		ADMINISTRATION	\$55,110	\$1,125	\$56,235	14.8873%
		CONTINGENCY	<u>\$19,738</u>	<u>\$402</u>	<u>\$20,140</u>	<u>5.3317%</u>
		SUBTOTAL	\$370,184	\$7,555	\$377,739	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,051,413	\$21,458	\$1,072,871	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$218,790	\$4,464	\$223,254	13.7422%
		ADMINISTRATION	\$237,023	\$4,837	\$241,860	14.8873%
		CONTINGENCY	<u>\$84,888</u>	<u>\$1,731</u>	<u>\$86,619</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 5 - 2026</b>	<b>\$1,592,114</b>	<b>\$32,490</b>	<b>\$1,624,604</b>	<b>100.0000%</b>
YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 6 - 2027	1	CIVIL SIDEWALKS	\$847,295	\$17,291	\$864,586	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$176,315	\$3,597	\$179,912	13.7422%
		ADMINISTRATION	\$191,009	\$3,898	\$194,907	14.8873%
		CONTINGENCY	<u>\$68,408</u>	<u>\$1,395</u>	<u>\$69,803</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,283,027	\$26,181	\$1,309,208	100.0000%
	2	CIVIL SIDEWALKS	\$256,688	\$5,240	\$261,928	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$53,415	\$1,090	\$54,505	13.7422%
		ADMINISTRATION	\$57,866	\$1,181	\$59,047	14.8873%
		CONTINGENCY	<u>\$20,725</u>	<u>\$422</u>	<u>\$21,147</u>	<u>5.3317%</u>
		SUBTOTAL	\$388,694	\$7,933	\$396,627	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,103,983	\$22,531	\$1,126,514	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$229,730	\$4,687	\$234,417	13.7422%
		ADMINISTRATION	\$248,875	\$5,079	\$253,954	14.8873%
		CONTINGENCY	<u>\$89,133</u>	<u>\$1,817</u>	<u>\$90,950</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 6 - 2027</b>	<b>\$1,671,721</b>	<b>\$34,114</b>	<b>\$1,705,835</b>	<b>100.0000%</b>
YR	ZONE	PROGRAM CATEGORY	SPECIAL BENEFITS	GENERAL BENEFITS	TOTAL BENEFITS	% OF TOTAL
YR 7 - 2028	1	CIVIL SIDEWALKS	\$889,660	\$18,156	\$907,816	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$185,131	\$3,777	\$188,908	13.7422%
		ADMINISTRATION	\$200,559	\$4,093	\$204,652	14.8873%
		CONTINGENCY	<u>\$71,828</u>	<u>\$1,465</u>	<u>\$73,293</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,347,178	\$27,491	\$1,374,669	100.0000%
	2	CIVIL SIDEWALKS	\$269,522	\$5,502	\$275,024	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$56,086	\$1,145	\$57,231	13.7422%
		ADMINISTRATION	\$60,759	\$1,240	\$61,999	14.8873%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

		CONTINGENCY	\$21,761	\$443	\$22,204	5.3317%
		SUBTOTAL	\$408,128	\$8,330	\$416,458	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,159,182	\$23,658	\$1,182,840	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$241,217	\$4,922	\$246,139	13.7422%
		ADMINISTRATION	\$261,318	\$5,333	\$266,651	14.8873%
		CONTINGENCY	\$93,589	\$1,908	\$95,497	5.3317%
		<b>TOTAL YEAR 7 - 2028</b>	<b>\$1,755,306</b>	<b>\$35,821</b>	<b>\$1,791,127</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 8 - 2029	1	CIVIL SIDEWALKS	\$934,143	\$19,064	\$953,207	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$194,388	\$3,966	\$198,354	13.7422%
		ADMINISTRATION	\$210,587	\$4,298	\$214,885	14.8873%
		CONTINGENCY	\$75,419	\$1,538	\$76,957	5.3317%
		SUBTOTAL	\$1,414,537	\$28,866	\$1,443,403	100.0000%
	2	CIVIL SIDEWALKS	\$282,998	\$5,777	\$288,775	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$58,890	\$1,202	\$60,092	13.7422%
		ADMINISTRATION	\$63,797	\$1,302	\$65,099	14.8873%
		CONTINGENCY	\$22,849	\$465	\$23,314	5.3317%
		SUBTOTAL	\$428,534	\$8,746	\$437,280	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,217,141	\$24,841	\$1,241,982	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$253,278	\$5,168	\$258,446	13.7422%
		ADMINISTRATION	\$274,384	\$5,600	\$279,984	14.8873%
		CONTINGENCY	\$98,268	\$2,003	\$100,271	5.3317%
		<b>TOTAL YEAR 8 - 2029</b>	<b>\$1,843,071</b>	<b>\$37,612</b>	<b>\$1,880,683</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 9 - 2030	1	CIVIL SIDEWALKS	\$980,850	\$20,017	\$1,000,867	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$204,107	\$4,164	\$208,271	13.7422%
		ADMINISTRATION	\$221,116	\$4,513	\$225,629	14.8873%
		CONTINGENCY	\$79,190	\$1,615	\$80,805	5.3317%
		SUBTOTAL	\$1,485,263	\$30,309	\$1,515,572	100.0000%
	2	CIVIL SIDEWALKS	\$297,148	\$6,066	\$303,214	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$61,835	\$1,262	\$63,097	13.7422%
		ADMINISTRATION	\$66,987	\$1,367	\$68,354	14.8873%
		CONTINGENCY	\$23,991	\$488	\$24,479	5.3317%
		SUBTOTAL	\$449,961	\$9,183	\$459,144	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,277,998	\$26,083	\$1,304,081	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$265,942	\$5,426	\$271,368	13.7422%
		ADMINISTRATION	\$288,103	\$5,880	\$293,983	14.8873%
		CONTINGENCY	\$103,181	\$2,103	\$105,284	5.3317%
		<b>TOTAL YEAR 9 - 2030</b>	<b>\$1,935,224</b>	<b>\$39,492</b>	<b>\$1,974,716</b>	<b>100.0000%</b>
<b>YR</b>	<b>ZONE</b>	<b>PROGRAM CATEGORY</b>	<b>SPECIAL BENEFITS</b>	<b>GENERAL BENEFITS</b>	<b>TOTAL BENEFITS</b>	<b>% OF TOTAL</b>
YR 10 - 2031	1	CIVIL SIDEWALKS	\$1,029,893	\$21,018	\$1,050,911	66.0388%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

		DISTRICT IDENTITY & PLACEMAKING	\$214,312	\$4,372	\$218,684	13.7422%
		ADMINISTRATION	\$232,172	\$4,739	\$236,911	14.8873%
		CONTINGENCY	<u>\$83,150</u>	<u>\$1,696</u>	<u>\$84,846</u>	<u>5.3317%</u>
		SUBTOTAL	\$1,559,527	\$31,825	\$1,591,352	100.0000%
	2	CIVIL SIDEWALKS	\$312,005	\$6,369	\$318,374	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$64,927	\$1,325	\$66,252	13.7422%
		ADMINISTRATION	\$70,336	\$1,435	\$71,771	14.8873%
		CONTINGENCY	<u>\$25,191</u>	<u>\$512</u>	<u>\$25,703</u>	<u>5.3317%</u>
		SUBTOTAL	\$472,459	\$9,641	\$482,100	100.0000%
	1&2	CIVIL SIDEWALKS	\$1,341,898	\$27,387	\$1,369,285	66.0388%
		DISTRICT IDENTITY & PLACEMAKING	\$279,239	\$5,697	\$284,936	13.7422%
		ADMINISTRATION	\$302,508	\$6,174	\$308,682	14.8873%
		CONTINGENCY	<u>\$108,341</u>	<u>\$2,208</u>	<u>\$110,549</u>	<u>5.3317%</u>
		<b>TOTAL YEAR 10 - 2031</b>	<b>\$2,031,986</b>	<b>\$41,466</b>	<b>\$2,073,452</b>	<b>100.0000%</b>

**OCTCBD WORK PLAN**

**Overview**

The Programs and activities to be funded by the OCTCBD include civil sidewalks, district identity & placemaking, administration and contingency. The property uses within the boundaries of the OCTCBD that will receive special benefits from OCTCBD funded programs, services and improvements are currently an array of high-quality restaurants, retailers, office buildings, market rate and affordable housing units, hotels, transit centers, family association buildings, single family residential units, parks, public buildings, the Oakland Museum and the Kaiser Convention Center. Services, programs and improvements provided and funded by the OCTCBD are primarily designed to provide special benefits as described below to identified assessed parcels within the boundaries of the OCTCBD. The varying programmed service levels in each benefit zone are delineated within each work plan element description.

These special benefits are particular and distinct to each and every identified assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The very nature of the purpose of the OCTCBD is to fund supplemental programs, services and improvements to assessed parcels within the OCTCBD boundaries above and beyond the base line services provided by the City of Oakland. The City of Oakland does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the OCTCBD are for services, programs and improvements directly benefiting each individual assessed parcel within the OCTCBD. No OCTCBD funded services, activities or programs will be provided outside of the OCTCBD boundaries.

The program special benefit cost allocations of the OCTCBD assessment revenues for Year 1 (2022) are shown in the Table on page 17 of this Report. The projected program special benefit cost allocations of the OCTCBD assessment revenues for the 10-year OCTCBD term, assuming a 5% maximum annual assessment rate increase, are shown in the Table on page 18 of this Report.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**WORK PLAN DETAILS**

The services to be provided by the OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency) are all designed to contribute to the cohesive commercial, residential and cultural arts fabric to ensure economic success and vitality of the OCTCBD. The assessed parcels in the OCTCBD will specially benefit from the OCTCBD programs in the form of increasing commerce and improving economic success and vitality through meeting the OCTCBD Goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each individual assessed parcel.

Assessed commercial parcels as well as commercial portions of mixed-use parcels are conferred proportionate special benefits from all OCTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. For these parcels, OCTCBD programs, services and improvements are designed to increase business volumes, sales transactions, commercial occupancies and rental income. These programs, services and improvements are designed to improve commerce, security and aesthetic appeal for patrons, visitors and employees of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the array of goods and services available within the OCTCBD, all considered necessary in a competitive properly managed business district.

For non-profit owned and occupied parcels and facilities within the OCTCBD, each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services, especially clean and safe to improve the cleanliness, security, and aesthetic appeal for their employees, students, patrons, visitors, vendors and other users of these non-profit locations and facilities; and special project programs designed to promote cultural activities and partnerships in support of district identity.

For residential parcels and residential portions of mixed-use parcels within the OCTCBD (all located on commercial zoned parcels), each of these parcels and uses specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from the civil sidewalks, district identity & placemaking, administration and contingency programs designed to improve the cleanliness, security, marketability and livability of these parcels and residential units on them. The special benefits conferred on all residential parcels and units is proportionate to those conferred on commercial parcels within the OCTCBD. For these parcels, OCTCBD programs, services and improvements are designed to increase residential rental occupancies and rental income. These programs, services and improvements are designed to improve security and aesthetic appeal for tenants, visitors and landlords of these parcels within the OCTCBD by reducing crime, litter and debris and professionally marketing the availability of residential rental units within the OCTCBD and the nearby array of goods, services and activities, all considered necessary in a competitive properly managed contemporary mixed-use business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the OCTCBD and are not provided to non-assessed parcels outside of the OCTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the OCTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

The following programs, services and improvements are proposed by the OCTCBD to specially benefit each and every individually assessed parcel within the OCTCBD boundaries. OCTCBD services, programs and improvements will not be provided to parcels outside the OCTCBD boundary. Assessment funds generated in each benefit zone shall only be used to provide services which specially benefit individual assessed parcels within that benefit zone.

**Civil Sidewalks**                      \$865,000              66%

Examples of this category of special benefit services and costs may include, but are not limited to:

- Funding and implementation of the Chinatown Ambassador Program:
  - Increase neighborhood vibrancy through beautification and relationship building with merchants, workers and residents, including but not limited to:
  - Provide safe passage to and from destinations within Chinatown by providing escorts, directions/wayfinding, and general assistance
  - Address non-criminal complaints and de-escalate when possible (loud noises, illegal dumping, etc.). Otherwise, contact medical and emergency services.
  - Conduct wellness checks of individuals in need, provide linkages and referrals to social services.
  - Provide local workforce development opportunities
  - Foster multiracial and intergenerational relationships to deepen and widen investment, care, and connection to Chinatown
  - Engage, integrate, and manage volunteers who want to be trained in beautification, safety strolling, de-escalation, data collection, and relationship building with local residents and merchants.
- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing/ new public spaces that are not park of the City of Oakland Park responsibilities
- Installation of and maintenance of hanging plants, planting flowers throughout the district
- Personnel to manage the in-house or contracted maintenance and/or security teams.

Civil Sidewalk services will only be provided for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**District Identity & Placemaking**      \$180,000      14%

Examples of this category of special benefit services and costs may include, but are not limited to:

- Web site development and updating
- Social media, hiring of a bilingual public relations firm
- Enhancing the current Chamber holiday and seasonal decorations
- Branding of the OCTCBD properties so a positive image is promoted to the public including the development of a new logo
- Enhancement to the current Chamber Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage the in-house or contracted public relations, web site maintenance or social media contractors

The District Identity & Placemaking component will be provided only within the OCTCBD boundaries and for the special benefit of identified and assessed parcels within the OCTCBD.

**Administration**      \$195,000      15%

Administration is key to the proper expenditure of OCTCBD assessment funds, advocacy for economic and public investment, and administration of OCTCBD programs and activities that are intended to provide consistent and effective services for the appeal of assessed properties within the OCTCBD which may in turn, increase business volumes, occupancies and rental income for each parcel and business within the OCTCBD.

Examples of this category of special benefit services and costs may include, but is not limited to:

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

Administration will only be provided for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

**Contingency**      \$69,837      5%

Examples of this category of special benefit services and costs include, but is not limited to:

- Delinquencies,
- City/County fees,
- Reserves



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Contingency funds will only be expended for identified and assessed parcels and their businesses and residences located within the OCTCBD boundaries.

In summary, all OCTCBD funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the OCTCBD boundaries and none will be provided outside of the OCTCBD. Each assessed parcel within the OCTCBD will proportionately specially benefit from civil sidewalks, district identity & placemaking, administration and contingency. These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates of assessed parcels within the OCTCBD by deterring crime, reducing litter, installing physical improvements and professionally marketing goods, services and spaces available within the OCTCBD, all necessary in a competitive properly managed contemporary business district. All OCTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oakland and are only provided for the special benefit of each and every assessed parcel within the boundaries of the OCTCBD.

**WORK PLAN BUDGET**

Each identified assessed parcel within the OCTCBD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of OCTCBD funded services provided within each benefit zone. The projected OCTCBD program special benefit (assessments) allocation budget for Year 1 (2022) is shown in the following Table:

**OCTCBD Year 1 (2022) Special Benefit Assessment Budget by Zone**

BENEFIT ZONE	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ADMINISTRATION	CONTINGENCY	TOTAL
%	66%	14%	15%	5%	100%
1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
TOTAL	\$865,000	\$180,000	\$195,000	\$69,837	\$1,309,837

In order to carry out the OCTCBD programs outlined in the previous section, a Year 1-2022 assessment budget of \$1,309,837 is projected. Since the OCTCBD is planned for a 10-year term, projected program costs for future years (Years 2-10) are set at the inception of the OCTCBD. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per year, commensurate to special benefits conferred on each assessed parcel, is incorporated into the projected program costs and assessment rates for the 10-year OCTCBD term.

Funding carryovers, if any, may be reapportioned the following year for related programs, services and improvements in accordance with The Management District Plan. Detailed annual budgets will be prepared by the Owners’ Association Board and included in the Annual Report for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 10-year term of the proposed OCTCBD. Accordingly, the Owners’ Association shall have the ability to reallocate any budget line item within the budget categories, based

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

on such cost fluctuations subject to the review and approval by the Owners’ Association Board. Such reallocation will be included in the Annual Report for the approval by the Pasadena City Council pursuant to the Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category in accordance with The Management District Plan.

A 10-year projected OCTCBD special benefit budget is shown in the following Table:

**YEAR 1-10 PROJECTED OCTCBD ASSESSMENT BUDGET SUMMARY (Special Benefits)**

(Assumes 5% max rate increase per year)

YEAR	BENEFIT ZONE	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ADMINISTRATION	CONTINGENCY	TOTAL
	%	66.0%	14.0%	15.0%	5.0%	100.00%
<b>1</b>	1	\$663,878	\$138,148	\$149,660	\$53,599	\$1,005,286
<b>2022</b>	2	<u>\$201,122</u>	<u>\$41,852</u>	<u>\$45,340</u>	<u>\$16,238</u>	<u>\$304,551</u>
	TOTAL	\$865,000	\$180,000	\$195,000	\$69,837	\$1,309,837
<b>2</b>	1	\$697,072	\$145,055	\$157,143	\$56,279	\$1,055,550
<b>2023</b>	2	<u>\$211,178</u>	<u>\$43,945</u>	<u>\$47,607</u>	<u>\$17,050</u>	<u>\$319,779</u>
	TOTAL	\$908,250	\$189,000	\$204,750	\$73,329	\$1,375,329
<b>3</b>	1	\$731,926	\$152,308	\$165,000	\$59,093	\$1,108,328
<b>2024</b>	2	<u>\$221,737</u>	<u>\$46,142</u>	<u>\$49,987</u>	<u>\$17,903</u>	<u>\$335,768</u>
	TOTAL	\$953,663	\$198,450	\$214,987	\$76,996	\$1,444,096
<b>4</b>	1	\$768,522	\$159,923	\$173,250	\$62,048	\$1,163,744
<b>2025</b>	2	<u>\$232,824</u>	<u>\$48,449</u>	<u>\$52,486</u>	<u>\$18,798</u>	<u>\$352,556</u>
	TOTAL	\$1,001,346	\$208,372	\$225,736	\$80,846	\$1,516,300
<b>5</b>	1	\$806,948	\$167,919	\$181,913	\$65,150	\$1,221,931
<b>2026</b>	2	<u>\$244,465</u>	<u>\$50,871</u>	<u>\$55,110</u>	<u>\$19,738</u>	<u>\$370,184</u>
	TOTAL	\$1,051,413	\$218,790	\$237,023	\$84,888	\$1,592,115
<b>6</b>	1	\$847,295	\$176,315	\$191,009	\$68,408	\$1,283,028
<b>2027</b>	2	<u>\$256,688</u>	<u>\$53,415</u>	<u>\$57,866</u>	<u>\$20,725</u>	<u>\$388,693</u>
	TOTAL	\$1,103,983	\$229,730	\$248,875	\$89,133	\$1,671,721
<b>7</b>	1	\$889,660	\$185,131	\$200,559	\$71,828	\$1,347,179
<b>2028</b>	2	<u>\$269,522</u>	<u>\$56,086</u>	<u>\$60,759</u>	<u>\$21,761</u>	<u>\$408,128</u>
	TOTAL	\$1,159,182	\$241,217	\$261,318	\$93,589	\$1,755,307
<b>8</b>	1	\$934,143	\$194,388	\$210,587	\$75,419	\$1,414,538
<b>2029</b>	2	<u>\$282,998</u>	<u>\$58,890</u>	<u>\$63,797</u>	<u>\$22,849</u>	<u>\$428,534</u>
	TOTAL	\$1,217,141	\$253,278	\$274,384	\$98,268	\$1,843,072
<b>9</b>	1	\$980,850	\$204,107	\$221,116	\$79,190	\$1,485,265
<b>2030</b>	2	<u>\$297,148</u>	<u>\$61,835</u>	<u>\$66,987</u>	<u>\$23,991</u>	<u>\$449,961</u>
	TOTAL	\$1,277,998	\$265,942	\$288,103	\$103,181	\$1,935,226

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

<b>10</b>	1	\$1,029,893	\$214,312	\$232,172	\$83,150	\$1,559,528
<b>2031</b>	2	<u>\$312,005</u>	<u>\$64,927</u>	<u>\$70,336</u>	<u>\$25,191</u>	<u>\$472,459</u>
	TOTAL	\$1,341,898	\$279,239	\$302,508	\$108,341	\$2,031,987

The OCTCBD assessments may increase for each individual parcel each year during the 10-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Report and adopted by the City of Oakland City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners’ Association Board of the Directors (“Property Owners’ Association of the OCTCBD) shall determine the percentage increase, if any, to the annual assessment, not to exceed 5% per year. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the OCTCBD operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oakland. No bonds are to be issued in conjunction with the proposed OCTCBD.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 10th year of operation will be rolled over into the renewal budget or returned to stakeholders in accordance with State Law. OCTCBD assessment funds may be used to pay for costs related to the following OCTCBD renewal term. If the OCTCBD is not renewed or terminated for any reason, unencumbered/unexpended funds will be returned to the property owners in accordance with State Law.

**Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.**

Each identified assessed parcel within the OCTCBD will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency), it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified assessed parcel within the OCTCBD as a whole and the Benefit Zone in which it is located. Larger parcels and those with larger buildings and/or street frontages and/or ones located in Zone 1 are projected to impact the demand for services and programs to a greater extent than smaller parcels or smaller buildings and/or street frontages and/or located in Zone 2 and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program related costs.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”**

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed OCTCBD, they are also considerably less than other options considered by the OCTCBD Formation Advisory Committee. The actual assessment rates for each parcel within the OCTCBD directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

**Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”**

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

For publicly owned and occupied parcels and facilities within the OCTCBD, it is the opinion of this Assessment Engineer that each of these parcels specially benefit, but differently than commercial type parcels, from OCTCBD funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these non-profit locations and facilities. It is the opinion of this Assessment Engineer that publicly owned and occupied parcels will not specially benefit from District Identity and Placemaking programs and improvements as well as a portion of Administration and Contingency. Thus, publicly owned and occupied parcels will not be assessed for building area, only land area and street frontage. Publicly owned parcels with commercial uses on them will be fully assessed in the same manner as commercial parcels, including building area.

In the opinion of this Assessment Engineer, there is no clear and convincing evidence that publicly owned parcels will not proportionately specially benefit from OCTCBD services, programs and improvements as delineated above; therefore, all publicly owned parcel will be assessed at their respective rates and methodology as delineated in this Report. A list of the 37 publicly owned parcels within the proposed OCTCBD and their respective assessments is shown in the Table below:

**Publicly Owned Parcels**

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002-0075-002-01	COUNTY OF ALAMEDA	1	235 12TH ST	\$8,357.45	0.638%
002-0075-002-02	COUNTY OF ALAMEDA	1	1111 JACKSON ST	\$5,647.20	0.431%
002-0081-001-00	COUNTY OF ALAMEDA	1	165 13TH ST	\$14,035.55	1.071%
002-0087-001-00	COUNTY OF ALAMEDA	1	1221 OAK ST	\$14,104.25	1.076%
002-0087-002-00	COUNTY OF ALAMEDA	1	149 12TH ST	\$1,500.00	0.114%
002-0087-004-00	COUNTY OF ALAMEDA	1	125 12TH ST	\$4,300.00	0.328%

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002-0087-008-00	COUNTY OF ALAMEDA	1	130 11TH ST	\$1,012.50	0.077%
002-0087-009-00	COUNTY OF ALAMEDA	1	140 11TH ST	\$2,500.00	0.191%
002-0091-002-00	COUNTY OF ALAMEDA	1	1225 FALLON ST	\$13,765.25	1.050%
002-0631-008-00	COUNTY OF ALAMEDA	1	1401 LAKESIDE DRIVE	\$3,523.10	0.269%
			<b>Total</b>	<b>\$68,745.30</b>	<b>5.244%</b>
001-0177-001-00	CITY OF OAKLAND	2	163 9TH ST	\$7,809.04	0.596%
001-0179-001-01	CITY OF OAKLAND	2	822 ALICE ST	\$1,069.92	0.082%
001-0179-001-02	CITY OF OAKLAND	2	ALICE ST	\$329.92	0.025%
001-0183-001-00	CITY OF OAKLAND	1	640 HARRISON ST	\$13,528.80	1.032%
002-0060-004-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0060-005-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0060-006-00	CITY OF OAKLAND	1	FRANKLIN ST	\$0.00	0.000%
002-0071-001-00	CITY OF OAKLAND	1	250 10TH ST	\$14,053.85	1.072%
002-0089-001-00	CITY OF OAKLAND	1	125 14TH ST	\$12,465.50	0.951%
002-0091-001-00	CITY OF OAKLAND	1	OAK ST	\$6,829.65	0.521%
002-0093-006-01	CITY OF OAKLAND	1	52 9TH ST	\$1,428.60	0.11%
002-0100-002-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-003-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-005-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$0.00	0.000%
002-0100-011-00	CITY OF OAKLAND	1	1220 HARRISON ST	\$4,041.10	0.308%
018-0450-004-00	CITY OF OAKLAND	2	1000 OAK ST	\$43,225.00	3.30%
			<b>Total</b>	<b>\$104,781.38</b>	<b>7.997%</b>
001-0167-003-00	BART REAL ESTATE DEPT	2	7TH ST	\$2,834.80	0.216%
001-0169-001-00	BART REAL ESTATE DEPT	2	9TH ST	\$7,809.04	0.596%
001-0171-001-00	BART REAL ESTATE DEPT	2	MADISON ST	\$7,809.04	0.596%
001-0171-002-00	BART REAL ESTATE DEPT	2	8TH ST	\$13,134.04	1.002%
			<b>Total</b>	<b>\$31,586.92</b>	<b>2.409%</b>

APN	Legal Owner	Benefit Zone	Site Address	Annual Assessment	Percent
002-0071-002-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$2,000.00	0.153%
002-0071-003-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$1,499.85	0.115%
002-0071-010-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002-0071-011-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	9TH ST	\$498.95	0.038%
002-0071-012-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	HARRISON ST	\$2,396.10	0.183%
002-0073-001-00	OAKLAND UNIFIED SCHOOL DISTRICT	1	10TH ST	\$14,093.90	1.076%
			<b>Total</b>	<b>\$20,987.75</b>	<b>1.602%</b>
002-0059-003-01	EAST BAY MUNICIPAL UTILITY DISTRICT	1	11TH ST	\$10,033.70	0.766%
			<b>Total</b>	<b>\$10,033.70</b>	<b>0.766%</b>

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.**

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed OCTCBD.

**Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”**

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Management District Plan and this Report. The proposed OCTCBD and resultant assessment levies will continue for 10-year and may be renewed again at that time. The reasons for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage of each OCTCBD assessed parcel within two benefit zones, except as noted herein.

### **Assessment Formula Methodology**

#### **Step 1. Select “Basic Benefit Unit(s)”**

##### **Background - Assessment Formula Development**

The method used to determine special benefits derived by each identified assessed property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the OCTCBD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by a CBD in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment districts, indirect or general benefit related costs may not be incorporated into the assessment formula and levied on the district properties; only direct or “special” benefits related costs may be used. Indirect or general benefits, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See page 20-21 of this Report for discussion regarding publicly owned parcels within the OCTCBD).

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the CBD.

The method and basis of spreading program costs varies from one CBD to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district. CBDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or “stepped-down” benefits derived.

#### OCTCBD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed OCTCBD (i.e. civil sidewalks, district identity & placemaking, administration and contingency) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel within two benefit zones, except as noted herein.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), street frontage (Benefit Unit “C”), in the case of residential condo parcels, building square footage (Benefit Unit “D”) and in the case of single family residential parcels (SFR), street frontage (Benefit Unit “E”). Based on the shape of the proposed OCTCBD, as well as the nature of the work program, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within two benefit zones, except as noted herein.

In the opinion of this Assessment Engineer, the targeted weight of Zone 1 revenue to match the projected costs of Zone 1 services, should generate approximately 75% of the total OCTCBD revenue (76.7489 % when adjusted for precise parcel measurements and program costs and service levels).

In the opinion of this Assessment Engineer, the targeted weight of Zone B revenue to match the projected costs of Zone B services, should generate approximately 25% of the total OCTCBD revenue (23.2511 % when adjusted for precise parcel measurements and program costs and service levels).

Parcel building area, land area and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to the beneficiaries of CBD funded services, programs and improvements. These factors directly relate to the degree of special benefit each assessed parcel will receive from OCTCBD funded activities within each benefit zone.

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Building area (Benefit Unit A & D) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on OCTCBD funded activities. The combined targeted weight of Units A & D is 55%. Unit A will actually generate 45.96946 % of the overall assessment revenue. Unit D will actually generate 7.6626% of the overall assessment revenue

Land area (Benefit Unit B) is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on OCTCBD funded activities. The targeted weight of Unit B is 30%. Unit B will actually generate 30.07338% of the overall assessment revenue.

Street frontage (Benefit Unit C & E) is a direct measure of each parcel’s corresponding impact or draw on OCTCBD funded activities. The combined targeted weight of Units C & E is 15%. Unit C will actually generate 15.74% of the overall assessment revenue. Unit E will actually generate 0.55465% of the overall assessment revenue.

### **Special Assessment Circumstances**

#### **1. Internal Structured Parking Building Area**

It is the opinion of this Assessment Engineer that building area for private parking within a building shall not be assessed. Public parking, whether internal or external, will be assessed for the building area of such parking as well as the underlying parcel land area and street frontage.

#### **2. Residential Condominiums**

There are 584 residential condominium units within the OCTCBD. It is the opinion of this Assessment Engineer that these residential condominium parcels will proportionately specially benefit from OCTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. As such, based on the development configuration of such units which are generally multi floor buildings with no direct land or street frontage, the assessments for residential condominiums shall be assessed based solely on the internal building area of each residential condominium unit.

#### **3. Single Family Residential Parcels**

There are 45 parcels with single family residential (SFR) uses on them within the OCTCBD. It is the opinion of this Assessment Engineer that these SFR parcels will proportionately specially benefit from OCTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. It is the opinion of this Assessment Engineer that SFR parcels shall be assessed only on street frontage and not building nor land area.

#### **4. Multi-Unit Residential**

In the opinion of this Engineer, parcels with multi-unit residential uses within the proposed OCTCBD), will proportionately specially benefit from OCTCBD funded programs, services and improvements similar to commercial parcels and uses. In the opinion of this Engineer, the level of benefit for the proposed OCTCBD funded programs, services and improvements for multi-unit residential use parcels is the same as the respective zone rates of commercial parcels and uses.

#### **5. Non-Profit and Publicly Owned Parcels**

In the opinion of this Engineer, non-profit owned parcels, including publicly owned ones, within the proposed OCTCBD, will proportionately specially benefit from OCTCBD funded programs, services



## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

and improvements but different than commercial parcels. The reason for this finding is rooted in the fact that commercial parcels and buildings provide the double benefit of directly generating income for the parcel in the form of market driven rents and, in turn, generate income to business owners as a function of retail sales areas, food and other service business space and office space to house revenue generating employees. This double benefit does not hold true for non-profit and publicly owned parcels and facilities. In the opinion of this Engineer, the assessment for non-profit and publicly owned parcels and facilities shall be based on land area and street frontage with no assessment levied on building area. Assessments shall be set at the same respective zone rates as commercial parcels and uses.

### 6. Affordable Multi-Unit Residential Parcels

Legally mandated affordable apartments, whether privately or owned by non-profit entities, will pay 50% of the building square footage costs or \$0.10 per building square foot regardless of the benefit zone location. Those buildings though will be assessed for street frontage and land area but will be assessed \$0.10 per building square foot on the affordable housing apartments. Any commercial properties (unless mandated to be affordable), that are included in the development site, will pay the full building assessment costs based upon their benefit zone. It will be up to the property owners to identify all legally assigned affordable housing building square footage to the district management corporation once the OCTCBD has been established.

### 5. Commercial and Mixed-Use Condominiums

Ground floor commercial condominiums within the OCTCBD shall be assessed based on actual land area covered, condominium building area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

#### Multi-Floor Commercial Only Condominiums (Upper Floors)

- Building area assessed at respective building area rate

#### Multi-Floor Mixed-Use Condominiums

- Commercial condo (See # 5 above)
- Residential condo (See # 2 above)

### ***Changes to Building and/or Parcel Size***

Any changes in building or parcel size as a result of new construction, demolitions, land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such building and/or parcel adjustments.

### ***Other Future Development***

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure in order to approve any such changes.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

**Step 2. Quantify Total Basic Benefit Units**

Considering all identified specially benefiting parcels within the OCTCBD and their respective assessable benefit units, the cumulative quantities by factor and zone are shown in the following Table:

**Year 1 – 2022 - Assessable Benefit Units**

BENEFIT ZONE	BLDG AREA (SQ FT)	LAND AREA (SQ FT)	STREET FRONTAGE (LN FT)	RESID CONDO BLDG AREA (SQ FT)	SFR STREET FRONTAGE (LN FT)	# OF ASSESSABLE PARCELS
1	2,262,009	2,004,350	31,163	478,958	125	1021
2	<u>998,154</u>	<u>1,165,746</u>	<u>16,784</u>	<u>22,881</u>	<u>1,328</u>	<u>256</u>
TOTAL	3,260,163	3,170,096	47,947	501,839	1,453	1,277

Considering all identified specially benefiting parcels within the OCTCBD and their respective assessable benefit units, the cumulative assessment revenue by factor and zone are shown in the following Table:

**Year 1 – 2022 - Assessment Revenue**

BENEFIT ZONE	BLDG AREA ASSMT REVENUE	LAND AREA ASSMT REVENUE	STREET FRONTAGE REVENUE	RESID CONDO BLDG AREA REVENUE	SFR STREET FRONTAGE REVENUE	TOTAL REVENUE	%
1	\$452,401.80	\$300,652.50	\$155,815.00	\$95,791.60	\$625.00	\$1,005,285.90	76.7489%
2	<u>\$149,723.10</u>	<u>\$93,259.68</u>	<u>\$50,352.00</u>	<u>\$4,576.20</u>	<u>\$6,640.00</u>	<u>\$304,550.98</u>	<u>23.2511%</u>
TOTAL	\$602,124.90	\$393,912.18	\$206,167.00	\$100,367.80	\$7,265.00	\$1,309,836.88	100.00%
1	34.538789%	22.953431%	11.895756%	7.313247%	0.047716%	76.7489%	
2	<u>11.430668%</u>	<u>7.119946%</u>	<u>3.844143%</u>	<u>0.349372%</u>	<u>0.506933%</u>	<u>23.2511%</u>	
TOTAL	45.969457%	30.073377%	15.739899%	7.662619%	0.554649%	100.0000%	

**Step 3. Calculate Benefit Units for Each Property.**

The number of Benefit Units for each identified benefiting parcel within the proposed OCTCBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the OCTCBD for their review. If a property owner believes there is an error on a parcel’s assessed footages, the OCTCBD may confirm the data with the Alameda County Assessor’s office. If OCTCBD data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the OCTCBD assessment may be corrected.

**Step 4. Determine Assessment Formula**

In the opinion of this Engineer, the assessment formula for the proposed OCTCBD is as follows:

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus  
 Land Area (Unit B) Sq Ft x Unit B Rate, plus  
 Street Frontage (Unit C) Lin Ft x Unit C Rate  
 or  
 = Residential Condo Building Area (Unit D) Sq Ft x Unit D Rate  
 or  
 = SFR Unit Street Frontage (Unit E) Lin Ft x Unit E Rate

Assessment Formula Unit Rates

Based on figures from the Assessable Benefit Units Table above, the assessment rates for each factor and zone are shown as calculated in the Table below:

**YEAR 1 –2022 Assessment Rates**

BENEFIT ZONE	BLDG AREA ASSMT RATE (\$/SQ FT)	LAND AREA ASSMT RATE (\$/SQ FT)	STREET FRONTAGE ASSMT RATE (\$/LN FT)	RESID CONDO BLDG AREA ASSMT RATE (\$/SQ FT)	SFR STREET FRONTAGE ASSMT RATE (\$/LN FT)
1	\$0.200000	\$0.150000	\$5.000000	\$0.200000	\$5.000000
2	\$0.150000	\$0.080000	\$3.000000	\$0.200000	\$5.000000

The complete Year 1 – 2022 assessment roll of all parcels to be assessed by the OCTCBD is included in this Plan as Appendix I.

**Step 5. Estimate Total OCTCBD Costs**

The total projected 10- year OCTCBD special benefit costs for 2022 – 2031 of the are shown in the Table on page 18 of this Report assuming a maximum 5% increase per year.

**Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIID Section 4(b) of the California Constitution – Proposition 218)**

Total Year 1 special and districtwide general benefit related costs are estimated at \$1,336,568. Districtwide general benefits are factored at 2% of the total benefit value (see Finding 2 of this Report) with special benefits set at 98%. Article XIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2% general benefit value is computed to be \$26,731 with a resultant 98% special benefit limit computed at \$1,309,837. Based on current property data and land uses, this is the maximum amount of Year 1 (2022) revenue that can be derived from property assessments from the subject District.

All program costs associated with districtwide and site/activity specific general benefits will be derived

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

from sources other than OCTCBD assessments.

**Step 7. Calculate “Basic Unit Cost”**

With a YR 1 - 2021 assessment revenue portion of the budget set at \$1,309,837 (special benefit only), the Basic Unit Costs (rates) are shown earlier in Step 4. Since the OCTCBD is proposed to be renewed for a 10-year term, maximum assessments for future years (2023-2031) must be set at the inception of the proposed OCTCBD. An annual inflationary assessment rate increase of up to 5%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the OCTCBD Property Owner’s Association. The maximum assessment rates for the 10-year proposed OCTCBD term of 2022-2031 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed OCTCBD term (2022-2031).

**OCTCBD – 10-year Maximum Assessment Rates  
(Includes a 5%/Yr. Max Increase)**

<b>BENEFIT ZONE</b>	<b>BLDG AREA ASSMT RATE (\$/SQ FT)</b>	<b>LAND AREA ASSMT RATE (\$/SQ FT)</b>	<b>STREET FRONTAGE ASSMT RATE (\$/LN FT)</b>	<b>RESID CONDO BLDG AREA ASSMT RATE (\$/SQ FT)</b>	<b>SFR STREET FRONTAGE ASSMT RATE (\$/LN FT)</b>
<u>YEAR 1</u>					
1	\$0.200000	\$0.150000	\$5.000000	\$0.200000	\$5.000000
2	\$0.150000	\$0.080000	\$3.000000	\$0.200000	\$5.000000
<u>YEAR 2</u>					
1	\$0.210000	\$0.157500	\$5.250000	\$0.210000	\$5.250000
2	\$0.157500	\$0.084000	\$3.150000	\$0.210000	\$5.250000
<u>YEAR 3</u>					
1	\$0.220500	\$0.165375	\$5.512500	\$0.220500	\$5.512500
2	\$0.165375	\$0.088200	\$3.307500	\$0.220500	\$5.512500
<u>YEAR 4</u>					
1	\$0.231525	\$0.173644	\$5.788125	\$0.231525	\$5.788125
2	\$0.173644	\$0.092610	\$3.472875	\$0.231525	\$5.788125
<u>YEAR 5</u>					
1	\$0.243101	\$0.182326	\$6.077531	\$0.243101	\$6.077531
2	\$0.182326	\$0.097241	\$3.646519	\$0.243101	\$6.077531
<u>YEAR 6</u>					
1	\$0.255256	\$0.191442	\$6.381408	\$0.255256	\$6.381408
2	\$0.191442	\$0.102103	\$3.828845	\$0.255256	\$6.381408
<u>YEAR 7</u>					
1	\$0.268019	\$0.201014	\$6.700478	\$0.268019	\$6.700478
2	\$0.201014	\$0.107208	\$4.020287	\$0.268019	\$6.700478

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

<u>YEAR 8</u>					
1	\$0.281420	\$0.211065	\$7.035502	\$0.281420	\$7.035502
2	\$0.211065	\$0.112568	\$4.221301	\$0.281420	\$7.035502
<u>YEAR 9</u>					
1	\$0.295491	\$0.221618	\$7.387277	\$0.295491	\$7.387277
2	\$0.221618	\$0.118196	\$4.432366	\$0.295491	\$7.387277
<u>YEAR 10</u>					
1	\$0.310266	\$0.232699	\$7.756641	\$0.310266	\$7.756641
2	\$0.232699	\$0.124106	\$4.653984	\$0.310266	\$7.756641

**Step 8. Spread the Assessments**

The resultant assessment spread calculation results for each parcel within the OCTCBD are shown in the Management District and this Report and were determined by applying the OCTCBD assessment formula to each identified benefiting property.

**Miscellaneous OCTCBD Provisions**

**Time and Manner of Collecting Assessments:**

Assessments shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of Alameda (Operation Years 2022-2031). The OCTCBD assessments shall appear as a separate line item on the property tax bills issued by the Alameda County Assessor. The City of Oakland is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

**Bonds:**

No bonds are to be issued in conjunction with this proposed OCTCBD.

**Duration**

As allowed by the Ordinance, the OCTCBD will have a ten (10) year operational term from January 1, 2022 to December 31, 2031. The proposed OCTCBD operation is expected to begin services on January 1, 2022. If the OCTCBD is not renewed again at the end of the proposed 10-year renewal term, services will end on December 31, 2031.

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

# APPENDIX 1

## OCTCBD YR 1 – 2022 ASSESSMENT ROLL

APN	Year 1 Assessment
001 -0167-001-00	\$450.00
001 -0167-002-00	\$463.70
001 -0167-003-00	\$2,834.80
001 -0167-004-00	\$432.80
001 -0167-005-00	\$1,377.85
001 -0167-006-00	\$125.00
001 -0167-007-00	\$125.00
001 -0167-008-00	\$580.25
001 -0167-009-00	\$2,991.40
001 -0167-010-00	\$1,866.10
001 -0167-011-00	\$695.90
001 -0167-012-00	\$215.00
001 -0169-001-00	\$7,809.04
001 -0169-002-00	\$1,329.10
001 -0169-003-00	\$2,050.00
001 -0169-004-00	\$747.50
001 -0169-005-00	\$1,112.45
001 -0169-006-00	\$125.00
001 -0169-007-00	\$125.00
001 -0169-008-00	\$1,521.70
001 -0169-009-00	\$125.00
001 -0169-010-00	\$125.00
001 -0169-011-00	\$125.00
001 -0169-012-00	\$1,073.15
001 -0169-013-00	\$606.20
001 -0169-014-00	\$125.00
001 -0169-015-00	\$657.80
001 -0169-016-00	\$657.80
001 -0169-017-00	\$575.00
001 -0169-018-00	\$690.50
001 -0169-019-00	\$145.00
001 -0169-020-00	\$768.00
001 -0169-021-00	\$822.30
001 -0171-001-00	\$7,809.04
001 -0171-002-00	\$13,134.04
001 -0173-001-00	\$625.00
001 -0173-002-00	\$125.00
001 -0173-003-00	\$125.00
001 -0173-004-00	\$125.00
001 -0173-005-00	\$125.00
001 -0173-006-00	\$1,122.05
001 -0173-007-00	\$904.45
001 -0173-008-00	\$586.40
001 -0173-009-00	\$6,086.10
001 -0173-010-00	\$550.00
001 -0173-012-01	\$2,810.00
001 -0173-013-00	\$125.00
001 -0173-014-00	\$125.00
001 -0173-015-00	\$125.00
001 -0175-001-00	\$525.00
001 -0175-002-00	\$150.00

001 -0175-003-00	\$492.60
001 -0175-004-00	\$792.65
001 -0175-005-00	\$125.00
001 -0175-006-00	\$594.05
001 -0175-007-00	\$1,274.50
001 -0175-011-00	\$1,029.90
001 -0175-012-00	\$624.90
001 -0175-013-00	\$944.00
001 -0175-014-00	\$125.00
001 -0175-016-00	\$546.05
001 -0175-017-00	\$125.00
001 -0175-018-00	\$655.70
001 -0175-019-00	\$543.65
001 -0175-020-00	\$1,575.50
001 -0175-021-00	\$620.00
001 -0175-023-00	\$246.00
001 -0175-024-00	\$166.80
001 -0175-025-00	\$123.20
001 -0175-026-00	\$123.20
001 -0175-027-00	\$181.00
001 -0175-028-00	\$181.00
001 -0175-029-00	\$123.20
001 -0175-030-00	\$123.20
001 -0175-031-00	\$181.00
001 -0175-032-00	\$166.80
001 -0175-033-00	\$123.20
001 -0175-034-00	\$123.20
001 -0175-035-00	\$181.00
001 -0175-036-00	\$181.00
001 -0175-037-00	\$123.20
001 -0175-038-00	\$123.20
001 -0175-039-00	\$181.00
001 -0175-040-00	\$240.00
001 -0175-041-00	\$211.20
001 -0175-042-00	\$181.00
001 -0175-043-00	\$181.00
001 -0175-044-00	\$123.20
001 -0175-045-00	\$123.20
001 -0175-046-00	\$181.00
001 -0175-049-00	\$123.60
001 -0175-050-00	\$278.00
001 -0175-051-00	\$282.80
001 -0177-001-00	\$7,809.04
001 -0177-002-00	\$932.60
001 -0177-003-00	\$860.50
001 -0177-004-00	\$125.00
001 -0177-005-00	\$532.85
001 -0177-006-00	\$125.00
001 -0177-007-00	\$633.05
001 -0177-008-00	\$739.55
001 -0177-009-00	\$1,381.70
001 -0177-010-00	\$542.45
001 -0177-011-00	\$848.90

001 -0177-012-00	\$643.25
001 -0177-013-00	\$225.00
001 -0177-014-01	\$1,525.23
001 -0177-014-02	\$939.22
001 -0177-015-00	\$125.00
001 -0177-016-00	\$125.00
001 -0177-017-00	\$125.00
001 -0177-018-00	\$125.00
001 -0177-019-00	\$125.00
001 -0177-020-00	\$1,297.50
001 -0177-021-00	\$1,295.40
001 -0179-001-01	\$1,069.92
001 -0179-001-02	\$329.92
001 -0179-002-00	\$275.00
001 -0179-003-00	\$275.00
001 -0179-004-00	\$1,895.00
001 -0179-005-00	\$2,187.05
001 -0179-006-00	\$1,395.00
001 -0179-007-00	\$465.70
001 -0179-008-00	\$275.00
001 -0179-009-00	\$275.00
001 -0179-010-00	\$275.00
001 -0179-011-00	\$155.00
001 -0179-012-00	\$1,274.48
001 -0179-013-00	\$1,484.00
001 -0179-014-00	\$927.15
001 -0179-015-00	\$550.00
001 -0179-016-00	\$643.40
001 -0179-017-00	\$2,698.20
001 -0179-018-00	\$2,194.95
001 -0179-019-00	\$2,088.90
001 -0179-020-00	\$556.70
001 -0179-021-00	\$125.00
001 -0179-022-00	\$125.00
001 -0179-023-00	\$500.00
001 -0179-024-00	\$125.00
001 -0179-025-00	\$614.70
001 -0179-026-00	\$125.00
001 -0179-027-00	\$125.00
001 -0181-001-00	\$790.00
001 -0181-002-00	\$125.00
001 -0181-003-00	\$509.50
001 -0181-004-00	\$368.25
001 -0181-005-00	\$125.00
001 -0181-006-00	\$724.55
001 -0181-007-00	\$1,255.00
001 -0181-008-00	\$548.45
001 -0181-009-00	\$937.88
001 -0181-010-00	\$681.76
001 -0181-011-00	\$424.00
001 -0181-012-00	\$2,584.55
001 -0181-013-00	\$600.65
001 -0181-014-00	\$650.00

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0181-015-00	\$582.65
001 -0181-016-00	\$599.60
001 -0181-018-00	\$665.65
001 -0181-019-00	\$505.20
001 -0181-021-00	\$690.50
001 -0181-022-00	\$375.00
001 -0183-001-00	\$13,528.80
001 -0185-001-00	\$2,687.50
001 -0185-004-00	\$1,139.00
001 -0185-010-00	\$1,659.05
001 -0185-011-00	\$3,588.35
001 -0185-012-02	\$2,343.75
001 -0185-013-00	\$2,652.25
001 -0185-014-00	\$2,243.60
001 -0185-015-00	\$2,000.00
001 -0185-016-00	\$1,665.20
001 -0185-017-00	\$1,500.00
001 -0185-018-00	\$4,857.50
001 -0185-019-00	\$2,203.90
001 -0185-020-00	\$2,256.00
001 -0185-021-00	\$1,460.60
001 -0185-022-00	\$1,016.80
001 -0185-023-00	\$1,005.20
001 -0185-024-00	\$1,802.40
001 -0185-025-00	\$500.00
001 -0185-026-00	\$2,000.00
001 -0185-027-00	\$5,100.00
001 -0185-029-00	\$65.00
001 -0185-030-00	\$266.80
001 -0185-031-00	\$266.80
001 -0185-032-00	\$266.80
001 -0185-033-00	\$266.80
001 -0187-002-01	\$2,352.05
001 -0187-004-00	\$1,149.60
001 -0187-005-02	\$1,314.65
001 -0187-006-01	\$14,834.00
001 -0187-009-00	\$8,419.30
001 -0187-010-00	\$6,596.65
001 -0187-011-00	\$1,455.00
001 -0187-012-00	\$2,780.00
001 -0187-013-01	\$1,697.50
001 -0187-016-00	\$1,888.20
001 -0187-017-00	\$941.50
001 -0187-018-00	\$4,706.00
001 -0187-019-00	\$2,191.00
001 -0187-020-00	\$1,940.00
001 -0187-021-00	\$500.00
001 -0187-022-00	\$500.00
001 -0187-024-01	\$2,901.50

001 -0187-025-00	\$1,434.85
001 -0187-027-00	\$778.50
001 -0187-028-00	\$676.30
001 -0187-029-00	\$653.20
001 -0187-030-00	\$645.50
001 -0187-031-00	\$410.30
001 -0187-032-00	\$139.60
001 -0187-033-00	\$97.80
001 -0187-034-00	\$129.00
001 -0187-035-00	\$142.00
001 -0187-036-00	\$196.20
001 -0187-037-00	\$152.20
001 -0187-038-00	\$147.00
001 -0187-039-00	\$264.00
001 -0187-040-00	\$136.20
001 -0187-041-00	\$132.60
001 -0187-042-00	\$132.60
001 -0187-043-00	\$166.60
001 -0187-044-00	\$118.60
001 -0187-045-00	\$127.20
001 -0187-046-00	\$127.20
001 -0187-047-00	\$165.80
001 -0187-048-00	\$136.20
001 -0187-049-00	\$132.60
001 -0187-050-00	\$132.60
001 -0187-051-00	\$166.60
001 -0187-052-00	\$118.60
001 -0187-053-00	\$127.20
001 -0187-054-00	\$127.20
001 -0187-055-00	\$165.80
001 -0187-056-00	\$136.20
001 -0187-057-00	\$132.60
001 -0187-058-00	\$132.60
001 -0187-059-00	\$166.60
001 -0187-060-00	\$118.60
001 -0187-061-00	\$132.60
001 -0187-062-00	\$127.20
001 -0187-063-00	\$165.80
001 -0187-065-00	\$341.25
001 -0187-066-00	\$178.60
001 -0187-067-00	\$417.20
001 -0187-068-00	\$174.80
001 -0187-069-00	\$0.00
001 -0187-070-00	\$174.80
001 -0187-071-01	\$190.00
001 -0187-071-02	\$186.00
001 -0187-071-03	\$178.00
001 -0187-072-00	\$561.05
001 -0187-073-00	\$133.20

001 -0187-074-00	\$210.00
001 -0187-075-00	\$0.00
001 -0187-076-00	\$233.10
001 -0187-077-00	\$210.00
001 -0187-078-00	\$349.40
001 -0187-079-00	\$126.60
001 -0187-080-00	\$169.60
001 -0187-081-00	\$0.00
001 -0187-082-00	\$187.60
001 -0187-083-00	\$172.00
001 -0187-084-00	\$0.00
001 -0189-001-00	\$5,500.00
001 -0189-002-00	\$1,275.00
001 -0189-003-00	\$312.50
001 -0189-004-00	\$889.50
001 -0189-005-00	\$1,947.45
001 -0189-006-00	\$781.25
001 -0189-007-00	\$406.25
001 -0189-008-00	\$1,152.85
001 -0189-009-00	\$525.00
001 -0189-010-00	\$933.10
001 -0189-011-00	\$125.00
001 -0189-012-00	\$1,436.45
001 -0189-013-00	\$2,684.00
001 -0189-014-01	\$2,700.00
001 -0189-016-00	\$1,531.25
001 -0189-017-00	\$125.00
001 -0189-018-00	\$1,206.65
001 -0191-007-01	\$25,486.20
001 -0193-001-00	\$5,440.00
001 -0193-002-00	\$970.00
001 -0193-003-00	\$1,502.50
001 -0193-004-00	\$1,793.60
001 -0193-007-00	\$4,607.15
001 -0193-008-00	\$1,306.25
001 -0193-009-00	\$4,741.00
001 -0193-010-00	\$2,250.00
001 -0193-011-00	\$966.40
001 -0193-012-00	\$936.00
001 -0193-013-00	\$2,964.00
001 -0193-014-00	\$1,562.50
001 -0193-016-00	\$1,935.10
001 -0193-017-00	\$2,252.50
001 -0193-018-00	\$4,420.00
001 -0193-019-00	\$1,850.00
001 -0193-020-00	\$1,875.00
001 -0193-021-00	\$2,441.20
001 -0193-022-00	\$3,785.75
001 -0193-023-00	\$3,318.75



OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0193-024-01	\$2,059.10
001 -0193-024-02	\$1,000.00
001 -0193-025-00	\$1,428.60
001 -0193-026-00	\$1,203.20
001 -0193-027-00	\$420.00
001 -0193-028-00	\$320.00
001 -0193-029-00	\$1,438.25
001 -0193-030-00	\$3,843.75
001 -0193-032-00	\$810.65
001 -0193-033-00	\$865.25
001 -0193-034-00	\$896.60
001 -0193-035-00	\$193.00
001 -0193-036-00	\$13.20
001 -0193-037-00	\$215.80
001 -0193-039-01	\$0.00
001 -0193-040-00	\$60.40
001 -0193-041-00	\$82.80
001 -0193-042-00	\$193.00
001 -0193-043-00	\$0.00
001 -0193-044-00	\$0.00
001 -0193-045-00	\$0.00
001 -0193-046-00	\$0.00
001 -0193-047-00	\$0.00
001 -0193-048-00	\$0.00
001 -0193-049-00	\$149.80
001 -0193-050-00	\$0.00
001 -0193-051-00	\$0.00
001 -0193-052-00	\$0.00
001 -0193-053-00	\$0.00
001 -0193-055-00	\$755.00
001 -0193-056-00	\$755.00
001 -0193-057-00	\$880.00
001 -0193-058-00	\$725.60
001 -0195-004-02	\$980.00
001 -0195-006-00	\$3,437.50
001 -0195-008-00	\$740.00
001 -0195-025-00	\$4,502.50
001 -0195-026-00	\$249.00
001 -0195-027-00	\$193.60
001 -0195-028-00	\$195.40
001 -0195-029-00	\$267.20
001 -0195-030-00	\$759.00
001 -0195-031-00	\$135.60
001 -0195-032-00	\$137.00
001 -0195-033-00	\$140.40
001 -0195-034-00	\$131.60
001 -0195-035-00	\$219.20
001 -0195-036-00	\$147.40
001 -0195-037-00	\$234.20

001 -0195-038-00	\$135.20
001 -0195-039-00	\$137.00
001 -0195-040-00	\$140.40
001 -0195-041-00	\$0.00
001 -0195-042-00	\$221.40
001 -0195-043-00	\$146.40
001 -0195-044-00	\$114.40
001 -0195-045-00	\$150.20
001 -0195-046-00	\$135.20
001 -0195-047-00	\$137.00
001 -0195-048-00	\$140.40
001 -0195-049-00	\$129.60
001 -0195-050-00	\$222.40
001 -0195-051-00	\$147.00
001 -0195-052-00	\$114.00
001 -0195-053-00	\$150.00
001 -0229-001-00	\$4,135.60
001 -0229-003-00	\$138.60
001 -0229-004-00	\$4,270.00
001 -0229-005-00	\$170.00
001 -0229-006-00	\$124.80
001 -0229-007-00	\$137.40
001 -0229-008-00	\$137.40
001 -0229-009-00	\$137.40
001 -0229-010-00	\$133.80
001 -0229-011-00	\$173.40
001 -0229-012-00	\$136.40
001 -0229-013-00	\$136.40
001 -0229-014-00	\$136.40
001 -0229-015-00	\$136.40
001 -0229-016-00	\$136.40
001 -0229-017-00	\$135.80
001 -0229-018-00	\$200.80
001 -0229-019-00	\$170.00
001 -0229-020-00	\$114.40
001 -0229-021-00	\$136.20
001 -0229-022-00	\$136.20
001 -0229-023-00	\$136.20
001 -0229-024-00	\$130.80
001 -0229-025-00	\$173.40
001 -0229-026-00	\$136.40
001 -0229-027-00	\$136.40
001 -0229-028-00	\$136.40
001 -0229-029-00	\$136.40
001 -0229-030-00	\$136.40
001 -0229-031-00	\$135.80
001 -0229-032-00	\$200.80
001 -0229-033-00	\$170.00
001 -0229-034-00	\$114.40

001 -0229-035-00	\$136.20
001 -0229-036-00	\$136.20
001 -0229-037-00	\$136.20
001 -0229-038-00	\$130.80
001 -0229-039-00	\$152.00
001 -0229-040-00	\$136.40
001 -0229-041-00	\$136.40
001 -0229-042-00	\$136.40
001 -0229-043-00	\$136.40
001 -0229-044-00	\$136.40
001 -0229-045-00	\$135.80
001 -0229-046-00	\$200.80
001 -0229-048-00	\$0.00
001 -0229-049-00	\$0.00
001 -0229-050-00	\$0.00
001 -0229-051-00	\$0.00
001 -0229-052-00	\$0.00
001 -0229-053-00	\$0.00
001 -0229-054-00	\$0.00
001 -0229-055-00	\$0.00
001 -0229-056-00	\$0.00
001 -0229-057-00	\$0.00
001 -0229-058-00	\$0.00
001 -0234-002-00	\$1,490.00
001 -0234-003-00	\$500.00
001 -0234-004-00	\$2,000.00
001 -0234-005-00	\$3,000.75
001 -0234-007-00	\$621.60
001 -0234-008-00	\$642.00
001 -0235-001-00	\$169.60
001 -0235-002-00	\$212.80
001 -0235-003-00	\$231.60
001 -0235-004-00	\$281.80
001 -0235-005-00	\$170.80
001 -0235-006-00	\$158.20
001 -0235-007-00	\$170.80
001 -0235-008-00	\$221.00
001 -0235-009-00	\$199.00
001 -0235-010-00	\$235.20
001 -0235-011-00	\$181.00
001 -0235-012-00	\$237.00
001 -0235-013-00	\$245.00
001 -0235-014-00	\$180.40
001 -0235-015-00	\$249.20
001 -0235-016-00	\$324.60
001 -0235-017-00	\$330.80
001 -0235-018-00	\$193.20
001 -0235-019-00	\$330.80
001 -0235-020-00	\$157.00

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

001 -0235-021-00	\$324.60
001 -0236-001-00	\$169.60
001 -0236-002-00	\$275.20
001 -0236-003-00	\$231.60
001 -0236-004-00	\$266.20
001 -0236-005-00	\$170.80
001 -0236-006-00	\$158.20
001 -0236-007-00	\$170.80
001 -0236-008-00	\$221.00
001 -0236-009-00	\$199.00
001 -0236-010-00	\$235.20
001 -0236-011-00	\$181.00
001 -0236-012-00	\$237.00
001 -0236-013-00	\$250.60
001 -0236-014-00	\$180.40
001 -0236-015-00	\$249.20
001 -0236-016-00	\$193.20
001 -0236-017-00	\$157.00
001 -0237-001-00	\$169.60
001 -0237-002-00	\$275.20
001 -0237-003-00	\$231.60
001 -0237-004-00	\$266.20
001 -0237-005-00	\$170.80
001 -0237-006-00	\$158.20
001 -0237-007-00	\$170.80
001 -0237-008-00	\$221.00
001 -0237-009-00	\$199.00
001 -0237-010-00	\$235.20
001 -0237-011-00	\$181.00
001 -0237-012-00	\$237.00
001 -0237-013-00	\$247.00
001 -0237-014-00	\$180.40
001 -0237-015-00	\$249.20
001 -0237-016-00	\$193.20
001 -0237-017-00	\$157.00
001 -0237-018-00	\$169.60
001 -0237-019-00	\$275.20
001 -0237-020-00	\$231.60
001 -0237-021-00	\$266.20
001 -0238-001-00	\$170.80
001 -0238-002-00	\$158.20
001 -0238-003-00	\$170.80
001 -0238-004-00	\$221.00
001 -0238-005-00	\$199.00
001 -0238-006-00	\$158.20
001 -0238-007-00	\$181.00
001 -0238-008-00	\$237.00
001 -0238-009-00	\$250.60
001 -0238-010-00	\$235.20

001 -0238-011-00	\$161.00
001 -0238-012-00	\$327.20
001 -0238-013-00	\$250.60
001 -0238-014-00	\$193.20
001 -0238-015-00	\$250.60
001 -0238-016-00	\$157.00
001 -0238-017-00	\$327.20
001 -0239-001-00	\$169.60
001 -0239-002-00	\$275.20
001 -0239-003-00	\$231.60
001 -0239-004-00	\$266.20
001 -0239-005-00	\$170.80
001 -0239-006-00	\$158.20
001 -0239-007-00	\$170.80
001 -0239-008-00	\$221.00
001 -0239-009-00	\$199.00
001 -0239-010-00	\$235.20
001 -0239-011-00	\$181.00
001 -0239-012-00	\$237.00
001 -0239-013-00	\$250.60
001 -0239-014-00	\$180.40
001 -0239-015-00	\$249.20
001 -0239-016-00	\$172.40
001 -0239-017-00	\$174.80
001 -0239-018-00	\$193.20
001 -0239-019-00	\$174.80
001 -0239-020-00	\$157.00
001 -0239-021-00	\$172.40
001 -0240-001-00	\$169.60
001 -0240-002-00	\$275.20
001 -0240-003-00	\$231.60
001 -0240-004-00	\$266.20
001 -0240-005-00	\$170.80
001 -0240-006-00	\$158.20
001 -0240-007-00	\$170.80
001 -0240-008-00	\$221.00
001 -0240-009-00	\$199.00
001 -0240-010-00	\$235.20
001 -0240-011-00	\$181.00
001 -0240-012-00	\$237.00
001 -0240-013-00	\$250.60
001 -0240-014-00	\$180.40
001 -0240-015-00	\$249.20
001 -0241-001-00	\$162.40
001 -0241-002-00	\$264.00
001 -0241-003-00	\$222.00
001 -0241-004-00	\$255.80
001 -0241-005-00	\$163.80
001 -0241-006-00	\$154.00

001 -0241-007-00	\$163.80
001 -0241-008-00	\$212.00
001 -0241-009-00	\$182.60
001 -0241-010-00	\$224.80
001 -0241-011-00	\$181.00
001 -0241-012-00	\$226.60
001 -0241-013-00	\$240.40
001 -0241-014-00	\$165.60
001 -0241-015-00	\$238.80
001 -0242-001-00	\$162.40
001 -0242-002-00	\$264.00
001 -0242-003-00	\$222.00
001 -0242-004-00	\$255.80
001 -0242-005-00	\$163.80
001 -0242-006-00	\$154.00
001 -0242-007-00	\$163.80
001 -0242-008-00	\$212.00
001 -0242-009-00	\$182.60
001 -0242-010-00	\$224.80
001 -0242-011-00	\$181.00
001 -0242-012-00	\$226.60
001 -0242-013-00	\$240.40
001 -0242-014-00	\$165.60
001 -0242-015-00	\$238.80
001 -0243-001-00	\$162.40
001 -0243-002-00	\$264.00
001 -0243-003-00	\$222.00
001 -0243-004-00	\$255.80
001 -0243-005-00	\$163.80
001 -0243-006-00	\$154.00
001 -0243-007-00	\$163.80
001 -0243-008-00	\$212.00
001 -0243-009-00	\$182.60
001 -0243-010-00	\$224.80
001 -0243-011-00	\$181.00
001 -0243-012-00	\$226.60
001 -0243-013-00	\$240.40
001 -0243-014-00	\$165.60
001 -0243-015-00	\$238.80
002 -0057-005-00	\$5,021.80
002 -0057-006-00	\$2,633.60
002 -0057-007-00	\$5,196.20
002 -0057-011-00	\$4,800.00
002 -0057-012-00	\$6,228.80
002 -0057-013-00	\$1,990.00
002 -0057-014-00	\$5,505.50
002 -0057-015-00	\$1,062.50
002 -0057-020-00	\$14,318.60
002 -0059-003-01	\$10,033.70

## OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-001-00	\$0.00
002 -0060-002-00	\$0.00
002 -0060-003-00	\$0.00
002 -0060-004-00	\$0.00
002 -0060-005-00	\$0.00
002 -0060-006-00	\$0.00
002 -0060-007-00	\$150.00
002 -0060-008-00	\$117.60
002 -0060-009-00	\$173.40
002 -0060-010-00	\$109.40
002 -0060-011-00	\$234.40
002 -0060-012-00	\$119.60
002 -0060-013-00	\$123.60
002 -0060-014-00	\$172.00
002 -0060-015-00	\$123.00
002 -0060-016-00	\$184.40
002 -0060-017-00	\$178.40
002 -0060-018-00	\$117.00
002 -0060-019-00	\$149.40
002 -0060-020-00	\$173.00
002 -0060-021-00	\$177.60
002 -0060-022-00	\$177.60
002 -0060-023-00	\$132.60
002 -0060-024-00	\$120.80
002 -0060-025-00	\$135.20
002 -0060-026-00	\$178.00
002 -0060-027-00	\$133.00
002 -0060-028-00	\$122.40
002 -0060-029-00	\$121.20
002 -0060-030-00	\$226.20
002 -0060-031-00	\$150.00
002 -0060-032-00	\$117.60
002 -0060-033-00	\$173.40
002 -0060-034-00	\$109.40
002 -0060-035-00	\$234.40
002 -0060-036-00	\$119.60
002 -0060-037-00	\$123.60
002 -0060-038-00	\$172.00
002 -0060-039-00	\$123.00
002 -0060-040-00	\$184.40
002 -0060-041-00	\$178.40
002 -0060-042-00	\$117.00
002 -0060-043-00	\$149.40
002 -0060-044-00	\$184.20
002 -0060-045-00	\$173.20
002 -0060-046-00	\$189.00
002 -0060-047-00	\$177.60
002 -0060-048-00	\$136.20
002 -0060-049-00	\$120.80

002 -0060-050-00	\$138.60
002 -0060-051-00	\$178.00
002 -0060-052-00	\$133.00
002 -0060-053-00	\$122.40
002 -0060-054-00	\$121.20
002 -0060-055-00	\$226.20
002 -0060-056-00	\$150.00
002 -0060-057-00	\$175.20
002 -0060-058-00	\$123.00
002 -0060-059-00	\$178.40
002 -0060-060-00	\$167.20
002 -0060-061-00	\$172.00
002 -0060-062-00	\$123.00
002 -0060-063-00	\$184.40
002 -0060-064-00	\$123.00
002 -0060-065-00	\$117.00
002 -0060-066-00	\$123.00
002 -0060-067-00	\$178.40
002 -0060-068-00	\$149.40
002 -0060-069-00	\$184.20
002 -0060-070-00	\$173.20
002 -0060-071-00	\$183.00
002 -0060-072-00	\$174.20
002 -0060-073-00	\$207.40
002 -0060-074-00	\$117.40
002 -0060-075-00	\$206.00
002 -0060-076-00	\$174.40
002 -0060-077-00	\$118.80
002 -0060-078-00	\$117.80
002 -0060-079-00	\$222.80
002 -0060-080-00	\$150.00
002 -0060-081-00	\$175.20
002 -0060-082-00	\$123.00
002 -0060-083-00	\$178.40
002 -0060-084-00	\$167.20
002 -0060-085-00	\$172.00
002 -0060-086-00	\$123.00
002 -0060-087-00	\$184.40
002 -0060-088-00	\$123.00
002 -0060-089-00	\$117.00
002 -0060-090-00	\$123.00
002 -0060-091-00	\$178.40
002 -0060-092-00	\$149.40
002 -0060-093-00	\$184.20
002 -0060-094-00	\$173.20
002 -0060-095-00	\$184.40
002 -0060-096-00	\$183.00
002 -0060-097-00	\$206.20
002 -0060-098-00	\$117.40

002 -0060-099-00	\$206.00
002 -0060-100-00	\$173.20
002 -0060-101-00	\$117.60
002 -0060-102-00	\$161.20
002 -0060-103-00	\$179.20
002 -0060-104-00	\$150.00
002 -0060-105-00	\$175.20
002 -0060-106-00	\$123.00
002 -0060-107-00	\$178.40
002 -0060-108-00	\$167.20
002 -0060-109-00	\$172.00
002 -0060-110-00	\$123.00
002 -0060-111-00	\$184.40
002 -0060-112-00	\$123.00
002 -0060-113-00	\$112.60
002 -0060-114-00	\$123.00
002 -0060-115-00	\$174.40
002 -0060-116-00	\$150.00
002 -0060-117-00	\$175.20
002 -0060-118-00	\$123.00
002 -0060-119-00	\$182.00
002 -0060-120-00	\$168.80
002 -0060-121-00	\$172.00
002 -0060-122-00	\$124.60
002 -0060-123-00	\$184.40
002 -0060-124-00	\$123.00
002 -0060-125-00	\$112.60
002 -0060-126-00	\$123.00
002 -0060-127-00	\$177.80
002 -0060-128-00	\$150.00
002 -0060-129-00	\$175.20
002 -0060-130-00	\$123.00
002 -0060-131-00	\$182.00
002 -0060-132-00	\$168.80
002 -0060-133-00	\$172.00
002 -0060-134-00	\$124.60
002 -0060-135-00	\$184.40
002 -0060-136-00	\$123.00
002 -0060-137-00	\$116.20
002 -0060-138-00	\$123.00
002 -0060-139-00	\$177.80
002 -0060-140-00	\$150.00
002 -0060-141-00	\$175.20
002 -0060-142-00	\$123.00
002 -0060-143-00	\$182.00
002 -0060-144-00	\$168.80
002 -0060-145-00	\$172.00
002 -0060-146-00	\$124.60
002 -0060-147-00	\$184.40

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-148-00	\$123.00
002 -0060-149-00	\$116.20
002 -0060-150-00	\$123.00
002 -0060-151-00	\$177.80
002 -0060-152-00	\$150.20
002 -0060-153-00	\$175.40
002 -0060-154-00	\$173.40
002 -0060-155-00	\$171.60
002 -0060-156-00	\$227.40
002 -0060-157-00	\$171.80
002 -0060-158-00	\$123.40
002 -0060-159-00	\$184.40
002 -0060-160-00	\$122.00
002 -0060-161-00	\$116.20
002 -0060-162-00	\$179.60
002 -0060-163-00	\$150.20
002 -0060-164-00	\$179.00
002 -0060-165-00	\$177.20
002 -0060-166-00	\$178.60
002 -0060-167-00	\$234.40
002 -0060-168-00	\$173.40
002 -0060-169-00	\$125.20
002 -0060-170-00	\$186.00
002 -0060-171-00	\$123.60
002 -0060-172-00	\$116.20
002 -0060-173-00	\$179.60
002 -0060-174-00	\$150.20
002 -0060-175-00	\$179.00
002 -0060-176-00	\$177.20
002 -0060-177-00	\$178.60
002 -0060-178-00	\$234.40
002 -0060-179-00	\$173.40
002 -0060-180-00	\$125.20
002 -0060-181-00	\$186.00
002 -0060-182-00	\$123.60
002 -0060-183-00	\$116.20
002 -0060-184-00	\$179.60
002 -0060-185-00	\$150.20
002 -0060-186-00	\$175.40
002 -0060-187-00	\$173.40
002 -0060-188-00	\$178.60
002 -0060-189-00	\$234.40
002 -0060-190-00	\$171.80
002 -0060-191-00	\$123.40
002 -0060-192-00	\$184.40
002 -0060-193-00	\$122.00
002 -0060-194-00	\$121.80
002 -0060-195-00	\$188.00
002 -0060-196-00	\$150.20

002 -0060-197-00	\$175.40
002 -0060-198-00	\$173.40
002 -0060-199-00	\$178.60
002 -0060-200-00	\$234.40
002 -0060-201-00	\$171.80
002 -0060-202-00	\$123.40
002 -0060-203-00	\$184.40
002 -0060-204-00	\$122.00
002 -0060-205-00	\$121.80
002 -0060-206-00	\$188.00
002 -0060-207-00	\$143.40
002 -0060-208-00	\$120.20
002 -0060-209-00	\$111.80
002 -0060-210-00	\$102.40
002 -0060-211-00	\$154.00
002 -0060-212-00	\$105.20
002 -0060-213-00	\$107.40
002 -0060-214-00	\$105.40
002 -0060-215-00	\$156.40
002 -0060-216-00	\$164.20
002 -0060-217-00	\$163.20
002 -0060-218-00	\$168.00
002 -0060-219-00	\$154.40
002 -0060-220-00	\$104.20
002 -0060-221-00	\$135.40
002 -0060-222-00	\$111.80
002 -0060-223-00	\$111.80
002 -0060-224-00	\$154.00
002 -0060-225-00	\$105.20
002 -0060-226-00	\$107.40
002 -0060-227-00	\$105.40
002 -0060-228-00	\$156.40
002 -0060-229-00	\$164.20
002 -0060-230-00	\$163.20
002 -0060-231-00	\$168.00
002 -0060-232-00	\$155.00
002 -0060-233-00	\$189.00
002 -0060-234-00	\$120.20
002 -0060-235-00	\$106.80
002 -0060-236-00	\$155.00
002 -0060-237-00	\$107.00
002 -0060-238-00	\$161.40
002 -0060-239-00	\$108.60
002 -0060-240-00	\$164.20
002 -0060-241-00	\$156.40
002 -0060-242-00	\$168.00
002 -0060-243-00	\$163.20
002 -0060-244-00	\$155.00
002 -0060-245-00	\$189.00

002 -0060-246-00	\$120.20
002 -0060-247-00	\$106.80
002 -0060-248-00	\$155.00
002 -0060-249-00	\$107.00
002 -0060-250-00	\$158.00
002 -0060-251-00	\$105.00
002 -0060-252-00	\$164.20
002 -0060-253-00	\$156.40
002 -0060-254-00	\$168.00
002 -0060-255-00	\$163.20
002 -0060-256-00	\$155.00
002 -0060-325-00	\$0.00
002 -0060-326-00	\$84.60
002 -0060-327-00	\$85.20
002 -0060-328-00	\$84.60
002 -0060-329-00	\$82.60
002 -0060-330-00	\$254.40
002 -0060-331-00	\$277.40
002 -0060-332-00	\$265.00
002 -0060-333-00	\$132.80
002 -0060-334-00	\$373.60
002 -0060-335-00	\$106.20
002 -0060-336-00	\$85.60
002 -0060-337-00	\$85.20
002 -0060-338-00	\$94.80
002 -0060-339-00	\$108.60
002 -0060-340-00	\$44.40
002 -0060-341-00	\$242.20
002 -0060-342-00	\$311.20
002 -0060-343-00	\$103.40
002 -0060-344-00	\$76.00
002 -0060-345-00	\$616.60
002 -0060-346-00	\$90.60
002 -0060-347-00	\$94.40
002 -0060-348-00	\$153.00
002 -0060-349-00	\$327.40
002 -0060-350-00	\$1,223.40
002 -0060-351-00	\$71.00
002 -0060-352-00	\$264.80
002 -0060-353-00	\$175.60
002 -0060-354-00	\$171.20
002 -0060-355-00	\$67.20
002 -0060-356-00	\$78.80
002 -0060-357-00	\$50.80
002 -0060-358-00	\$795.60
002 -0060-359-00	\$527.20
002 -0060-360-00	\$381.80
002 -0060-361-00	\$336.60
002 -0060-362-00	\$81.60

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0060-363-00	\$115.00
002 -0060-364-00	\$438.80
002 -0060-365-00	\$202.20
002 -0060-366-00	\$129.60
002 -0060-367-00	\$136.40
002 -0060-368-00	\$136.40
002 -0060-369-00	\$129.60
002 -0060-370-00	\$371.60
002 -0060-371-00	\$103.00
002 -0060-372-00	\$200.40
002 -0060-373-00	\$448.40
002 -0060-374-00	\$266.40
002 -0060-375-00	\$303.40
002 -0060-376-00	\$297.00
002 -0060-377-00	\$436.80
002 -0060-378-00	\$71.80
002 -0060-379-00	\$71.80
002 -0060-380-00	\$405.00
002 -0060-381-00	\$477.80
002 -0060-382-00	\$132.40
002 -0060-383-00	\$128.40
002 -0060-384-00	\$146.20
002 -0060-385-00	\$123.20
002 -0060-386-00	\$202.80
002 -0060-387-00	\$156.60
002 -0060-388-00	\$80.60
002 -0060-389-00	\$100.80
002 -0060-390-00	\$773.20
002 -0060-391-00	\$300.00
002 -0060-392-00	\$1,570.60
002 -0060-393-00	\$1,396.40
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002 -0061-013-00	\$2,970.00
002 -0061-015-00	\$5,000.00
002 -0061-016-00	\$1,650.40
002 -0061-017-01	\$4,425.00
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002 -0061-019-00	\$1,034.05
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002 -0063-002-00	\$6,593.95
002 -0063-003-00	\$782.50
002 -0063-005-00	\$6,024.15
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002 -0065-016-00	\$256.60

002 -0065-017-00	\$195.40
002 -0065-018-00	\$190.20
002 -0065-019-00	\$335.30
002 -0065-020-00	\$164.20
002 -0065-021-00	\$215.20
002 -0065-022-00	\$198.40
002 -0065-023-00	\$193.80
002 -0065-024-00	\$164.20
002 -0065-025-00	\$215.20
002 -0065-026-00	\$198.40
002 -0065-027-00	\$193.80
002 -0065-028-00	\$164.20
002 -0065-029-00	\$215.20
002 -0065-030-00	\$198.40
002 -0065-031-00	\$193.80
002 -0065-032-00	\$164.20
002 -0065-033-00	\$215.20
002 -0065-034-00	\$198.40
002 -0065-035-00	\$193.80
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002 -0073-009-00	\$114.54
002 -0073-010-00	\$232.30
002 -0073-011-00	\$234.14

002 -0073-012-00	\$250.70
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002 -0073-014-00	\$551.31
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002 -0073-016-00	\$343.62
002 -0073-017-00	\$69.00
002 -0073-018-00	\$69.00
002 -0073-019-00	\$69.00
002 -0073-020-00	\$114.90
002 -0073-021-00	\$118.20
002 -0073-022-00	\$90.90
002 -0073-023-00	\$0.00
002 -0073-024-00	\$91.35
002 -0073-025-00	\$117.90
002 -0073-026-00	\$111.75
002 -0073-027-00	\$114.75
002 -0073-028-00	\$134.70
002 -0073-029-00	\$134.70
002 -0073-030-00	\$117.00
002 -0073-031-00	\$115.20
002 -0073-032-00	\$122.55
002 -0073-033-00	\$89.25
002 -0073-034-00	\$89.25
002 -0073-035-00	\$122.55
002 -0073-036-00	\$114.90
002 -0073-037-00	\$118.20
002 -0073-038-00	\$90.90
002 -0073-039-00	\$90.45
002 -0073-040-00	\$91.35
002 -0073-041-00	\$169.80
002 -0073-042-00	\$111.75
002 -0073-043-00	\$114.75
002 -0073-044-00	\$134.70
002 -0073-045-00	\$134.70
002 -0073-046-00	\$117.00
002 -0073-047-00	\$115.20
002 -0073-048-00	\$122.55
002 -0073-049-00	\$89.25
002 -0073-050-00	\$89.25
002 -0073-051-00	\$122.55
002 -0073-052-00	\$119.85
002 -0073-055-00	\$259.35
002 -0073-056-00	\$336.30
002 -0073-057-00	\$363.90
002 -0073-058-00	\$257.85
002 -0073-059-00	\$342.45
002 -0073-060-00	\$107.40
002 -0073-061-00	\$107.40
002 -0073-062-00	\$336.30

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

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002 -0073-064-00	\$148.05
002 -0073-066-00	\$1,367.04
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002 -0079-006-00	\$18,962.40
002 -0081-001-00	\$14,035.55
002 -0081-003-00	\$4,500.00
002 -0081-004-00	\$2,811.40
002 -0081-005-00	\$1,917.90
002 -0081-006-00	\$2,840.00
002 -0081-008-01	\$15,719.75
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002 -0083-003-00	\$125.00
002 -0083-004-00	\$1,060.20
002 -0083-005-00	\$1,104.55
002 -0083-006-00	\$1,593.75
002 -0083-007-00	\$1,182.20
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002 -0083-032-00	\$132.00
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002 -0083-035-00	\$227.40
002 -0083-036-00	\$135.20
002 -0083-037-00	\$148.00
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002 -0083-042-00	\$227.40
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002 -0083-046-00	\$169.00
002 -0083-047-00	\$141.80
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002 -0083-049-00	\$227.40
002 -0083-050-00	\$135.20
002 -0083-051-00	\$148.00
002 -0083-052-00	\$155.40
002 -0083-053-00	\$169.00
002 -0083-054-00	\$140.80
002 -0083-055-00	\$139.20
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002 -0083-057-00	\$134.40
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002 -0100-006-00	\$0.00
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002 -0112-001-00	\$1,704.00
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002 -0112-003-00	\$2,400.00
002 -0112-004-00	\$2,868.00
002 -0112-005-00	\$3,495.20
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002 -0113-003-00	\$78.80
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002 -0113-006-00	\$104.70
002 -0113-007-00	\$104.70

OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

002 -0113-008-00	\$104.70
002 -0113-009-00	\$190.80
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002 -0113-013-00	\$113.10
002 -0113-014-00	\$128.85
002 -0113-015-00	\$60.25
002 -0113-016-00	\$123.95
002 -0113-017-00	\$60.95
002 -0113-018-00	\$110.30
002 -0113-019-00	\$60.95
002 -0113-020-00	\$110.30
002 -0113-021-00	\$60.95
002 -0113-022-00	\$110.30
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002 -0113-024-00	\$120.45
002 -0113-025-00	\$60.60
002 -0113-026-00	\$109.60
002 -0113-027-00	\$122.20
002 -0113-028-00	\$65.50
002 -0113-029-00	\$132.70
002 -0113-030-00	\$132.70
002 -0113-031-00	\$132.70
002 -0113-032-00	\$132.70
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002 -0113-035-00	\$131.65
002 -0113-036-00	\$131.65
002 -0113-037-00	\$131.65
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002 -0114-003-00	\$60.00
002 -0114-004-00	\$35.80
002 -0114-005-00	\$48.40
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002 -0114-009-00	\$48.40
002 -0114-010-00	\$97.60
002 -0114-011-00	\$52.80
002 -0114-012-00	\$53.80
002 -0114-013-00	\$53.80
002 -0114-014-00	\$106.00
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002 -0114-016-00	\$74.20
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002 -0114-020-00	\$74.20
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002 -0114-022-00	\$60.00
002 -0114-023-00	\$112.20
002 -0114-024-00	\$26.80
002 -0114-025-00	\$27.80
002 -0114-026-00	\$65.20
002 -0114-027-00	\$65.20
002 -0114-028-00	\$65.20
002 -0114-029-00	\$71.40
002 -0114-030-00	\$30.80
002 -0114-031-00	\$19.00

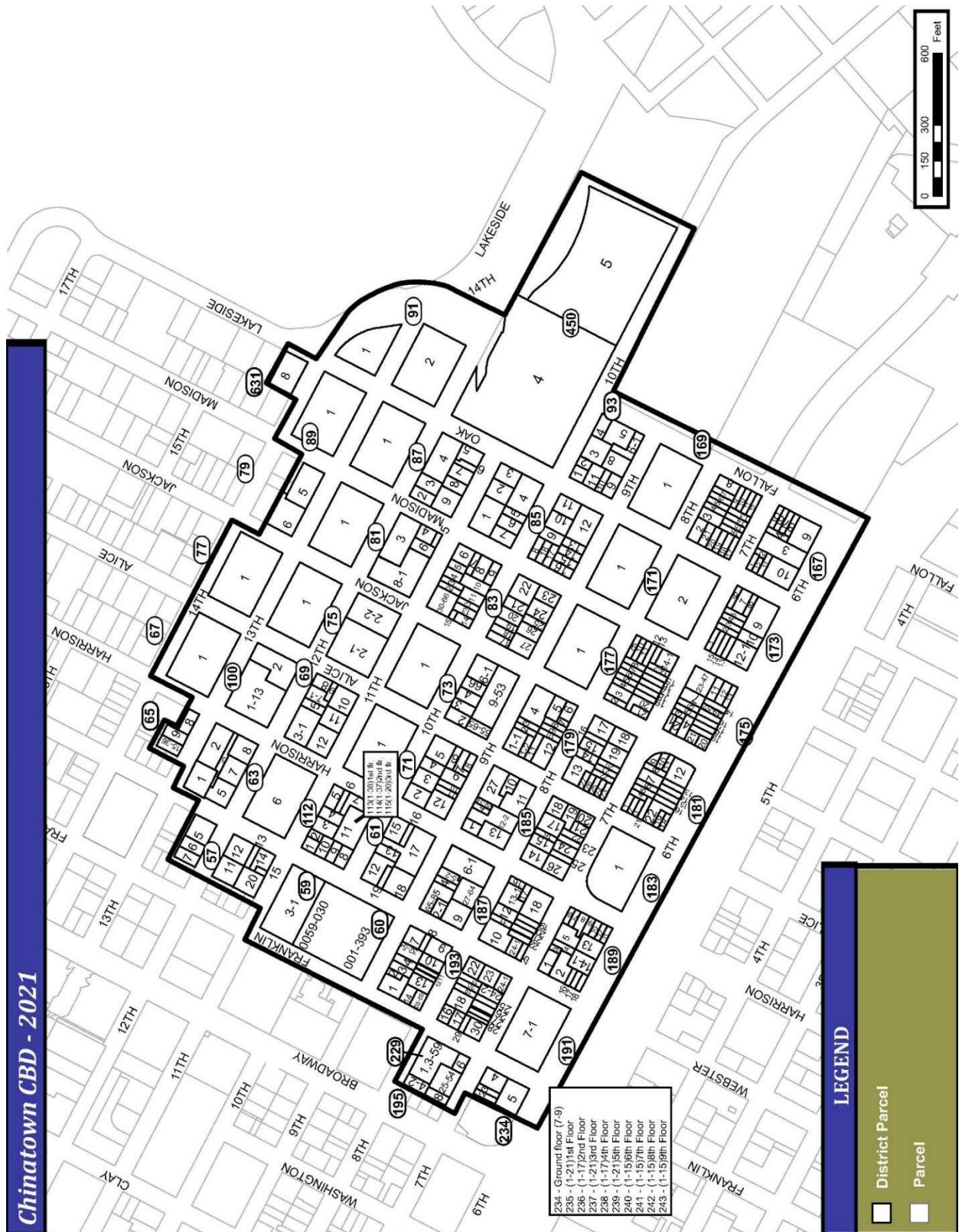
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002 -0114-037-00	\$27.60
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002 -0115-019-00	\$125.00
002 -0115-020-00	\$134.40
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018 -0450-004-00	\$43,225.00
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OAKLAND CHINATOWN CBD – ASSESSMENT ENGINEER’S REPORT

# APPENDIX 2

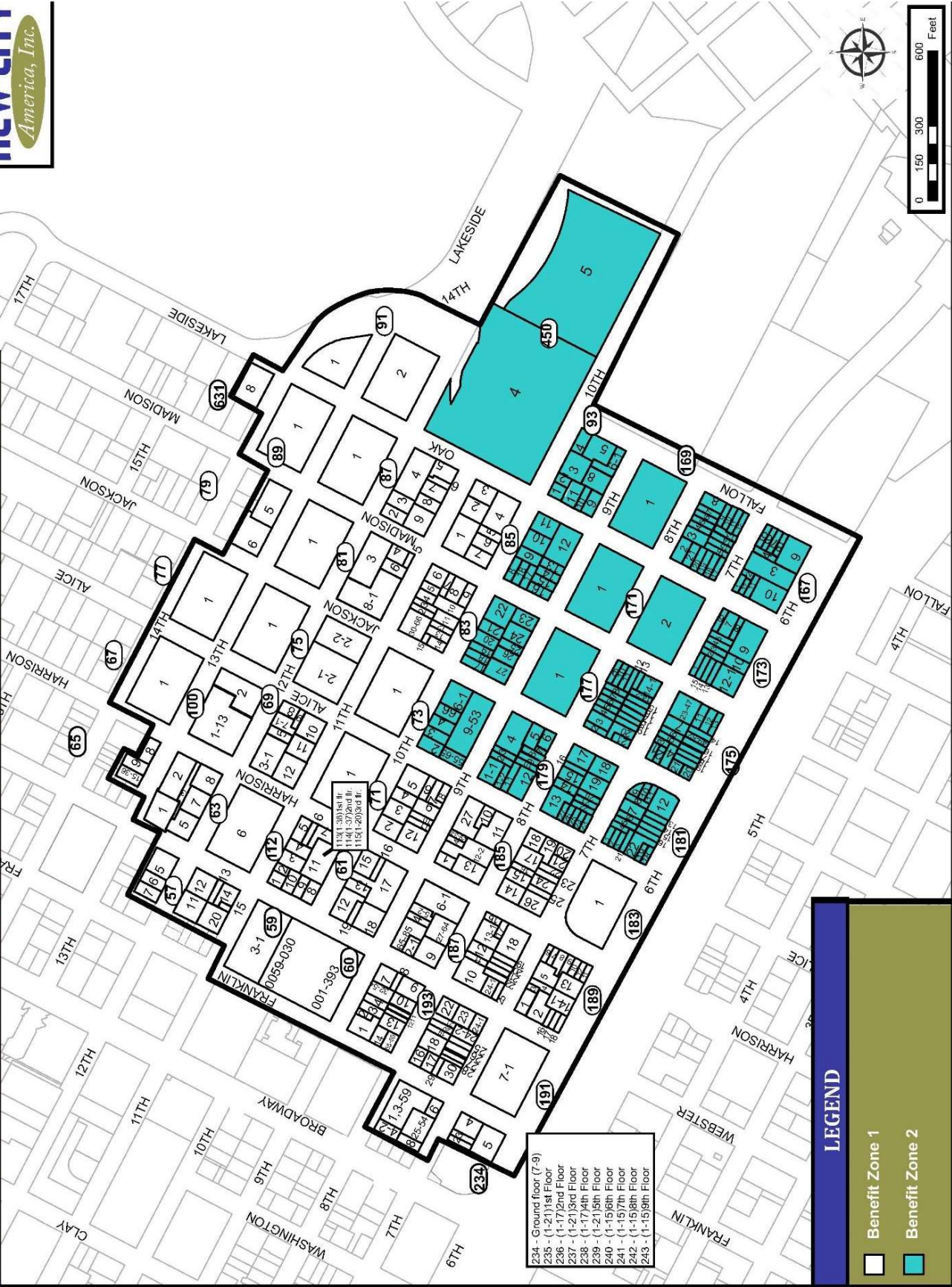
## OCTCBD BOUNDARY MAP







Oakland Chinatown CBD Benefit Zone Map - 4/1/2021



**CITY OF OAKLAND  
CHINATOWN COMMUNITY BENEFIT  
BUSINESS IMPROVEMENT MANAGEMENT DISTRICT 2021  
PROPERTY OWNER BALLOT**

This ballot is for the property owners of the parcel(s) identified below by Assessment Parcel Numbers (APN), which parcel(s) is/are located within the proposed Chinatown Community Benefit Business Improvement Management District 2021 (hereinafter "Chinatown BID 2021") in the City of Oakland. A Copy of the District Plan is enclosed with this Ballot. Please advise the City of Oakland as soon as possible at (510) 238-6176, if the owner and/or assessment information set forth below is incorrect.

This ballot may be used to express either support for, or opposition to, the proposed Chinatown BID 2021 assessment. In order to be counted, this ballot must be completed, signed, and dated below by an owner of the identified parcel(s) or by an authorized representative of the owner. **The ballot must be returned to the City Clerk of Oakland either by mail or in person to: Office of the City Clerk, Oakland City Hall, One Frank H. Ogawa Plaza, First Floor, Oakland, CA, 94612, Attn: Chinatown BID 2021.** If a majority (as weighted by assessment amount) of ballots received oppose the Chinatown BID 2021 assessment, the Chinatown BID 2021 will not be established and the Chinatown BID 2021 assessment will not be levied.

**Mail Delivery:** If by mail, fold and insert the ballot in the enclosed pre-addressed envelope, seal the envelope, add postage, and deposit in the U.S. mail.

**Personal Delivery:** If in person, fold and insert the ballot in the enclosed pre-addressed envelope, seal the envelope provided, and deliver to the City Clerk's office (address shown above) or deliver to the City Clerk at the public hearing on the Chinatown BID 2021.

The assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with the ballots weighted according to the proportional financial obligation of the affected property.

**IN ORDER TO BE COUNTED, THIS BALLOT MUST BE RECEIVED BY THE CITY CLERK PRIOR TO THE CLOSE OF THE PUBLIC INPUT PORTION OF THE PUBLIC HEARING ON THE CHINATOWN COMMUNITY BENEFIT BUSINESS IMPROVEMENT MANGMENT DISTRICT 2021, WHICH IS SCHEDULED FOR JULY 20, 2021, AT 1:00 PM IN THE CITY COUNCIL CHAMBERS, OAKLAND CITY HALL, 1 FRANK OGAWA PLAZA, OAKLAND, CALIFORNIA 94612. To cast this ballot, check the appropriate box below (either yes or no), sign the ballot at the bottom, and return either this entire page or the portion below this line.**

**BALLOT**

*Please mark in the box below to cast your vote:*

- YES**, I am in favor of the formation of the district and the proposed assessments on the parcel(s) identified on this ballot.
- NO**, I oppose the formation of the district and the proposed assessment on the parcel(s) identified on this ballot.

<b>Owner</b> Xxxx	<b>APN</b> xxxx	<b>Assessment</b> \$xxxxxx
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Total Chinatown Community Benefit District 2021 Assessment Amount (Votes Eligible)	\$ _____
--	----------

\_\_\_\_\_  
NAME (PRINTED)

_____ SIGNATURE	_____ DATE
--------------------	---------------

# Coversheet

## 2021-2022 Adoption Budget

**Section:** III. Action Items  
**Item:** C. 2021-2022 Adoption Budget  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III.C\_Adopted Budget 2021 22 Cover letter.pdf  
III.C\_American Indian Model Schools Exec Memo Adoption 2122.docx  
III.C\_21-22 AIMS II MYP Budget Projection Alt. Form.xls  
III.C\_AIMS MS 21-22 MYP Budget Projection Alt. Form.xls  
III.C\_21-22 AIMS HS MYP Budget Projection Alt. Form.xls



## AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?Y

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



**American Indian Model Schools**  
*A School at Work!*

**AIPCS I & II**  
 Downtown Oakland Campus

171 12th Street  
 Oakland, CA 94607

Phone: 510.893.8701  
 Fax: 510.893.0345  
 Website: aimschools.org

**AIPHS**  
 Lakeview Campus

746 Grand Avenue  
 Oakland, CA 94610

Phone: 510.893.8701  
 Fax: 510.893.0345  
 Website: aimschools.org

## 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
<b>TOTAL</b>	<b>631</b>



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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 2021-22 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 many 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	%
<b>TOTALS</b>	\$ 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 (1<sup>st</sup> and 2<sup>nd</sup> Round)
- New- Expanded Learning 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 4% to 6.7% increase, averaging out to a 4.27% increase across the organization. The below table highlights 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%
<b>TOTALS</b>	<b>\$ 17,948,950.00</b>	<b>\$ 18,715,859.00</b>	<b>\$ 766,909.00</b>	<b>4.27%</b>



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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%
<b>TOTALS</b>	<b>\$ 3,105,531</b>	<b>\$ 3,220,401</b>	<b>\$ 114,870</b>	

**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 2<sup>nd</sup> 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%
<b>TOTALS</b>	<b>\$ 8,783,996</b>	<b>\$ 9,220,703</b>		

**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%
<b>TOTALS</b>	<b>\$ 6,059,423</b>	<b>\$ 6,274,755</b>	<b>\$ 215,332</b>	

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

**FEDERAL REVENUES:** Decreased revenues 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 1<sup>st</sup> 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 be 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)

LMFF 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 be 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 2<sup>nd</sup> Interim



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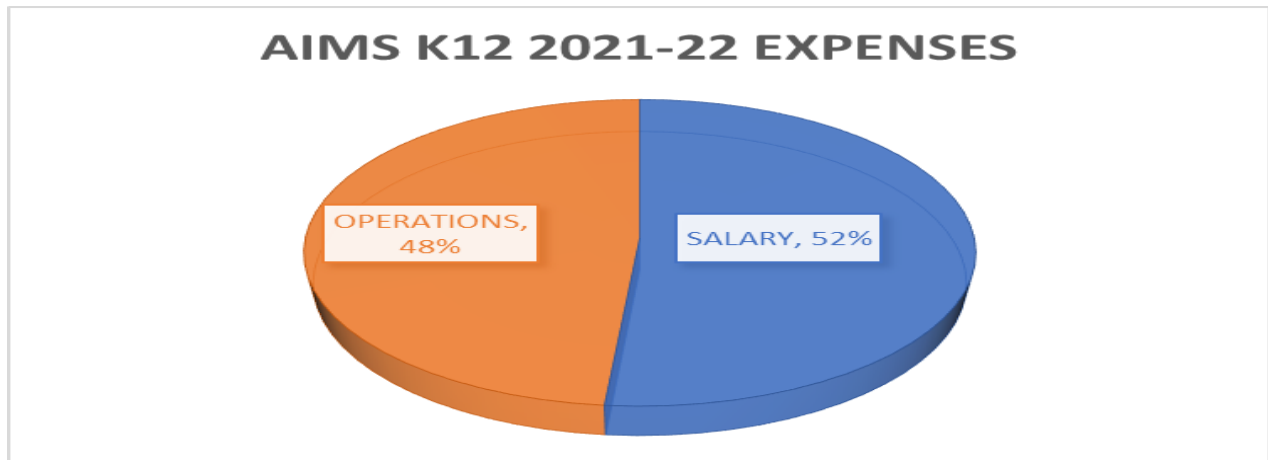
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**Expenses**

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 2<sup>nd</sup> 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
<b>Total Expenses</b>		<b>\$ 3,022,367.00</b>	<b>\$ 3,121,282.00</b>	<b>\$ 98,915.00</b>



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**Explanations**

EXPENSE CLASSIFICATIONS		AIPCS	NOTES
		Variance	
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 equipment. 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
<b>Total Expenses</b>		<b>\$ 98,915.00</b>	

**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)
<b>Total Expenses</b>		<b>\$ 8,552,546.00</b>	<b>\$ 9,022,201.58</b>	<b>\$ 469,655.58</b>

**Explanations**

EXPENSE CLASSIFICATIONS		AIPCS II	NOTES
		Variance	
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 equipment. Most technology purchased during distance learning in 20-21
5000	Services and Other Operating Expenses	\$ 230,491.87	Projected increases to Janitorial Services, Subs, Utilities and other Operating Services
6000	Capital Outlay	\$ -	
7000	Other Outgoing	\$ (344,134.69)	Realignment of Special Education cost
<b>Total Expenses</b>		<b>\$ 469,655.58</b>	





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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)
<b>Total Expenses</b>		<b>\$ 5,560,815.00</b>	<b>\$ 5,929,782.00</b>	<b>\$ 368,967.00</b>

### 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 equipment. Most technology purchased during distance learning in 20-21
5000	Services and Other Operating Expenses	\$ 180,770.00	Projected increases to Janitorial Services, Subs, Utilities and other Operating Services
6000	Capital Outlay	\$ -	
7000	Other Outgoing	\$ (4,116.00)	Realignment of Special Education cost
<b>Total Expenses</b>		<b>\$ 368,967.00</b>	



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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%
<u>AIPCS II</u>	<u>49%</u>
	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:

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



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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
<b>Total Expenses</b>		<b>\$</b>	<b>18,073,266</b>

<b>Projected revenues</b>	<b>\$18,715,859</b>
<b>Projected Expenses</b>	<b><u>\$18,073,266</u></b>
<b>Surplus of Revenue Vs Expense:</b>	<b>\$642,593</b>

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							
SACS OI Code Description		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>Revenue</b>							
	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
	<b>Total Revenue</b>	<b>\$ 3,220,401</b>	<b>\$ 3,180,701</b>	<b>\$ 2,930,899</b>	<b>\$ 2,495,942</b>	<b>\$ 2,495,942</b>	<b>\$ 2,495,942</b>
<b>Expenses</b>							
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
	<b>Total Expenses</b>	<b>\$ 3,121,282</b>	<b>\$ 2,427,962</b>	<b>\$ 2,429,221</b>	<b>\$ 2,413,433</b>	<b>\$ 2,393,758</b>	<b>\$ 2,410,554</b>
	<b>Surplus / (Deficit)</b>	<b>\$ 99,120</b>	<b>\$ 752,739</b>	<b>\$ 501,677</b>	<b>\$ 82,509</b>	<b>\$ 102,184</b>	<b>\$ 85,388</b>
	As a % of LCFF revenue	4%	29%	19%	4%	4%	3%
	<b>Beginning Fund Balance</b>	<b>\$ 1,282,332</b>	<b>\$ 1,381,452</b>	<b>\$ 2,134,191</b>	<b>2,635,869</b>	<b>2,718,378</b>	<b>\$ 2,820,562</b>
	<b>Ending Fund Balance</b>	<b>\$ 1,381,452</b>	<b>\$ 2,134,191</b>	<b>\$ 2,635,869</b>	<b>\$ 2,718,378</b>	<b>\$ 2,820,562</b>	<b>\$ 2,905,950</b>
	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
<b>Revenue</b>								
	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
	<b>Total Revenue</b>	<b>\$ 8,783,995</b>	<b>\$ 9,252,406</b>	<b>\$ 8,156,575</b>	<b>\$ 8,426,295</b>	<b>\$ 7,723,455</b>	<b>\$ 7,730,619</b>	<b>\$ 7,737,949</b>
<b>Expenses</b>								
	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
	<b>Total Expenses</b>	<b>\$ 8,552,546</b>	<b>\$ 9,022,202</b>	<b>\$ 7,460,685</b>	<b>\$ 7,363,965</b>	<b>\$ 7,476,879</b>	<b>\$ 7,424,608</b>	<b>\$ 7,497,681</b>
	<b>Surplus / (Deficit)</b>	<b>\$ 231,449</b>	<b>\$ 230,205</b>	<b>\$ 695,889</b>	<b>\$ 1,062,330</b>	<b>\$ 246,575</b>	<b>\$ 306,011</b>	<b>\$ 240,268</b>
	As a % of LCFF revenue	4%	3%	10%	14%	4%	5%	4%
	<b>Beginning Fund Balance</b>	<b>\$ 2,141,193</b>	<b>\$ 2,372,642</b>	<b>\$ 2,602,847</b>	<b>\$ 3,298,737</b>	<b>\$ 4,361,067</b>	<b>\$ 4,607,642</b>	<b>\$ 4,913,653</b>
	<b>Ending Fund Balance</b>	<b>\$ 2,372,642</b>	<b>\$ 2,602,847</b>	<b>\$ 3,298,737</b>	<b>\$ 4,361,067</b>	<b>\$ 4,607,642</b>	<b>\$ 4,913,653</b>	<b>\$ 5,153,921</b>
	As a % of Expenditures	28%	29%	44%	59%	62%	66%	69%



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American Indian Public Charter High School				Phone: 510.893.8701 Fax: 510.893.0345 Website: amschools.org		Phone: 510.893.8701 Fax: 510.893.0345 Website: amschools	
Budget Summary						CSMC	
SAC/Code Description		2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>Revenue</b>							
	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
	<b>Total Revenue</b>	<b>\$ 6,274,755</b>	<b>\$ 5,763,513</b>	<b>\$ 5,864,700</b>	<b>\$ 5,613,737</b>	<b>\$ 5,613,737</b>	<b>\$ 5,613,737</b>
<b>Expenses</b>							
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
	<b>Total Expenses</b>	<b>\$ 5,929,783</b>	<b>\$ 5,180,059</b>	<b>\$ 5,258,434</b>	<b>\$ 5,226,988</b>	<b>\$ 5,185,823</b>	<b>\$ 5,214,513</b>
<b>Surplus / (Deficit)</b>		<b>\$ 344,972</b>	<b>\$ 583,454</b>	<b>\$ 606,266</b>	<b>\$ 386,749</b>	<b>\$ 427,914</b>	<b>\$ 399,224</b>
	As a % of LCFF revenue	7%	11%	11%	7%	8%	8%
<b>Beginning Fund Balance</b>		<b>\$ 1,689,358</b>	<b>\$ 2,034,331</b>	<b>\$ 2,617,784</b>	<b>\$ 3,224,050</b>	<b>\$ 3,610,799</b>	<b>\$ 4,038,713</b>
<b>Ending Fund Balance</b>		<b>\$ 2,034,331</b>	<b>\$ 2,617,784</b>	<b>\$ 3,224,050</b>	<b>\$ 3,610,799</b>	<b>\$ 4,038,713</b>	<b>\$ 4,437,937</b>
	As a % of Expenditures	34%	51%	61%	69%	78%	85%

## 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](#):

III.C\_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](#):

III.C\_AIMS MS 21-22 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](#):

III.C\_21-22 AIMS HS MYP Budget Projection Alt. Form.xls

# Coversheet

## Education Protection Account

**Section:** III. Action Items  
**Item:** D. Education Protection Account  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III.D\_AIMS Finance Comittee EPA 2122 Cover letter.pdf  
III.D\_EPA Resolutions 2122.docx  
III.D\_EPA worksheet calculation posting.pdf



## AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget? YEs

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

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

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

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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

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Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Toni Cook, AIMS School Board



**American Indian Model Schools  
Education Protection Action Expenditure Summary**

**Fiscal Year 2021-2022**

*General Fund, Resource 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
<b>EXPENDITURES AND OTHER FINANCE USES</b>			
<b>Function</b>			
<b>Instructional Staff and Supervision</b>			
Certificated Salaries (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	\$ -		
<b>Instructional-Related Services</b>			
Instructional-related services salaries	\$ -		
Instructional-related services benefits	\$ -		
Instructional-related services materials and resources	\$ -		
Instructional-related services contracts/services	\$ -		
<b>Pupil Services</b>			
Counseling, pshychological, social Work, heath, Teasting	\$ -		
Salaries	\$ -		
Benefits	\$ -		
Materials	\$ -		
Contracts/services	\$ -		
<b>Food Services</b>			
Salaries	\$ -		
Benefits	\$ -		
Materials	\$ -		
Contracts/services	\$ -		
<b>Operation Services</b>			
Maintenance and Operations	\$ -		
Rents and Leases	\$ -		
<b>Other Outgo</b>			
Debt Service	\$ -		
Transfers between Agencies	\$ -		
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>	\$ 364,448.00	\$ 1,251,900.00	\$ 974,411.00
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>			
Adjusted Beginning Fund Balance	\$ -		
LCFF Resources (object 8012)	\$ 364,448.00	\$ 1,251,900.00	\$ 974,411.00
<b>TOTAL AVAILABLE</b>	\$ 364,448.00	\$ 1,251,900.00	\$ 974,411.00
<b>BALANCE(Total Available minus Expenditures &amp; Other Financing U</b>	\$ -	\$ -	\$ -



## Coversheet

### 2021 - 2022 Protected Prayer Resolution for AIPCS, AIPCS II, and AIPHS

<b>Section:</b>	III. Action Items
<b>Item:</b>	E. 2021 - 2022 Protected Prayer Resolution for AIPCS, AIPCS II, and AIPHS
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	III.E_2021 - 2022 Protected Prayer Resolution Cover letter.pdf III.E_Protected Prayer Resolutions 2122.docx



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



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## **AIMS School Board Resolution**

### **2021-2022 Protected Prayer Resolution for AIPCS**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPCS LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

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**

**2021-2022 Protected Prayer Resolution for AIPCS II**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPCSII LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

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

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## **AIMS School Board Resolution**

### **2021-2022 Protected Prayer Resolution for AIPHS**

IT IS RESOLVED BY THE AIMS BOARD OF DIRECTORS that the AIPHS LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

AIMS School Board Resolution Dated 15th of June, 2021

Director Christopher Edington President, AIMS School Board

Director Adrien Abuyen Vice President, AIMS School Board

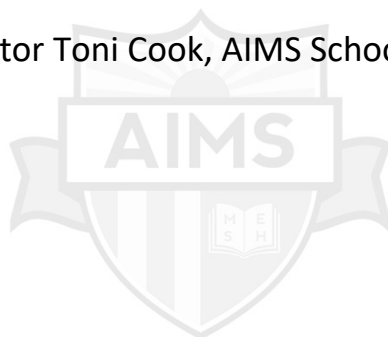
Vacant Secretary, AIMS School Board

Vacant Treasure, AIMS School Board

Director Stephen Leung , AIMS School Board

Director Dana Lang, AIMS School Board

Director Toni Cook, AIMS School Board



## Coversheet

### AIPCS II 2021 - 2022 LCAP Template & AIPCS II Annual LCAP Update Template

**Section:** III. Action Items  
**Item:** F. AIPCS II 2021 - 2022 LCAP Template & AIPCS II Annual LCAP Update Template  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III.F\_AIPCS II LCAP Cvr Ltr.pdf  
III.F\_AIPCS II LCAP and LCP Update.docx.pdf  
III.F\_LCAP 21-22 AIPCS II.docx.pdf



## AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

California Department of Education  
January 2021

# Annual Update for Developing the 2021-22 Local Control and Accountability Plan

## Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
American Indian Public Charter School II	Christopher Ahmad, Head of School K-5 Riffat Akram, Head of Division 6-8	<a href="mailto:christopher.ahmad@aimsk12.org">christopher.ahmad@aimsk12.org</a> <a href="mailto:riffat.akram@aimsk12.org">riffat.akram@aimsk12.org</a> 510-893-8701

The following is the local educational agency’s (LEA’s) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

### Goal 1

Closing the Achievement Gap with High Expectations for All - All levels of the organization work to improve student achievement and close the achievement gap for all underperforming student groups.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### Annual Measurable Outcomes

Expected	Actual
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EL Reclassification Rate 40%	11% of students reclassified in the 2020-2021 school year, from the 2019-2020 ELPAC. Due to COVID-19 K-2 did not take the Spring 2020 ELPAC nor the optional in the Fall.																		
ELs making at least one year's progress in learning English 67%	Our goal was to have 67% of our ELs making annual progress on ELPAC, 30% Progressed at least one ELPAC Level																		
ELs achieving proficiency in English <5 yrs cohort: 41% 5+ yrs cohort: 50%	Students <5 yrs cohort did not take the Spring 2020 ELPAC due to Covid-19. 30% of ELs achieved proficiency in English. 5+ years cohort, 41% ELs achieved proficiency in English																		
California Assessment of Student Performance and Progress ELA: 60% Math: 70%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 62.77% Math: 73.14%																		
Middle school dropout rate 0.00%	Middle school dropout rate 0.00%																		
Benchmark Assessment Results – evaluation of student performance growth from 2nd benchmark result to 3rd benchmark result ELA: 6% Math: 8%	<table border="0"> <tr> <td>KG Grade - Math: +1%</td> <td>ELA: +33%</td> </tr> <tr> <td>1st Grade - Math: +4%</td> <td>ELA: +17%</td> </tr> <tr> <td>2nd Grade - Math: +2%</td> <td>ELA: +4%</td> </tr> <tr> <td>3rd Grade - Math: +7%</td> <td>ELA: -4%</td> </tr> <tr> <td>4th Grade - Math: +35%</td> <td>ELA: -4%</td> </tr> <tr> <td>5th Grade - Math: +11%</td> <td>ELA: -4%</td> </tr> <tr> <td>6th Grade - Math + 1%</td> <td>ELA: - 8%</td> </tr> <tr> <td>7th Grade - Math +4%</td> <td>ELA: - 7%</td> </tr> <tr> <td>8th Grade - Math + 9%</td> <td>ELA: - 11%</td> </tr> </table>	KG Grade - Math: +1%	ELA: +33%	1st Grade - Math: +4%	ELA: +17%	2nd Grade - Math: +2%	ELA: +4%	3rd Grade - Math: +7%	ELA: -4%	4th Grade - Math: +35%	ELA: -4%	5th Grade - Math: +11%	ELA: -4%	6th Grade - Math + 1%	ELA: - 8%	7th Grade - Math +4%	ELA: - 7%	8th Grade - Math + 9%	ELA: - 11%
KG Grade - Math: +1%	ELA: +33%																		
1st Grade - Math: +4%	ELA: +17%																		
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3rd Grade - Math: +7%	ELA: -4%																		
4th Grade - Math: +35%	ELA: -4%																		
5th Grade - Math: +11%	ELA: -4%																		
6th Grade - Math + 1%	ELA: - 8%																		
7th Grade - Math +4%	ELA: - 7%																		
8th Grade - Math + 9%	ELA: - 11%																		

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<b>Action 1</b>	\$130,0000	\$107,290.35

<p>1. School will use formative assessments to help teachers develop goals for students, monitor progress, and adjust instructional plans throughout the year. Relevant data will be accessible and readily available for staff to use in developing plans, setting goals, monitoring progress and evaluating effectiveness.</p> <p>2. Central office staff will support Deans and school staff to design site-based assessments systems that promote a culture of revision and continuous improvement of student learning.</p> <p>3. Develop, monitor and refine information that provides real time data, reporting and dashboards</p> <p>4. Professional development will be given to improve teacher data analysis skills. Teachers will work collaboratively to develop more individualized learning plans, set goals, monitor progress and evaluate effectiveness of instruction.</p> <p>5. K-8 grade students who are behind will be required to go to Academic Saturday School every Saturday for the school year. There will also be tutors working with students throughout the day in addition to our intervention aides.</p> <p>6. New students entering our system along with students who are behind grade level will be required to attend an intensive Math and ELA camp during the summer. This will be taught by classroom teachers and other staff.</p> <p>K-5 New Expenditures for 2019-2020</p> <p>7. Reading Assessments, Fluency Assessments, Comprehension Assessments, Teacher Reading A-Z accounts</p> <p>8. Student data boards will be displayed in the classrooms so students can track their success with the standards in both ELA and Math.</p> <p>9. Lead Teachers will be designated and help deliver professional development along with administrators</p> <p>6-8 New Expenditures for 2019-2020</p> <p>a.) Student data boards will be displayed in the classrooms so students can track their success with the standards in both ELA and Math</p>		
<p><b>Action 2</b></p>	<p>\$150,000</p>	<p>\$161,906.83</p>

<p>1. Head of Schools, Division Heads, ELD coordinator, English Learner Support Teachers, classroom teachers will continue to analyze and discuss student progress to:</p> <ul style="list-style-type: none"> <li>● Monitor the progress of English Learners (ELs) including Long Term English Learner (LTELs) and reclassified students</li> <li>● Create Newcomer program to support students that have been in the country for three years or less. Monitor and track progress with formative assessments.</li> </ul> <p>2. Monthly DELAC meetings to inform families of supplemental resources that are provided to EL students. Update of outcomes</p> <ul style="list-style-type: none"> <li>● Determine the short and longer term needs of ELs</li> <li>● Determine specific actions designed to accelerate language acquisition and learning for English Learners (ELs)</li> </ul> <p>3. ELD department will be integrated with broader RTI plan K-5 New Expenditures for 2019-2020 Rosetta Stone accounts will be purchased for all English Language Learners ELD teachers will be doing professional development for teachers ELD instructors will have guided reading blocks during the day</p> <p>6-8 New Expenditures Rosetta Stone accounts will be purchased for all English Language Learners and Middle School Students</p>		
<p><b>Action 3</b></p> <p>Action: 1. Maintain current intervention teachers/ academic support staff and implement an additional five hours of professional development per semester. One academic intervention teacher/academic support staff per 150 students.</p> <p>2. Students that are struggling to pass with grades C- and below in ELA and/or Math are provided pullout tutoring services up to twice a week.</p> <p>3. One hour of tutoring is provided after school to students that are struggling to pass with grades Cand below in ELA and/or Math.</p> <p>4. Hire up to 8 student tutors to help provide academic support to middle school students.</p> <p>K-5 New Expenditures for 2019-2020 Weekly Academic Saturday Schools will take place for grades 3-5. Each grade level will get their own intervention aide Intervention aides will receive professional development by administrators</p>	<p>\$550,000</p>	<p>\$395,956</p>

<p>6-8 New Expenditures</p> <ul style="list-style-type: none"> <li>● Increased intervention aide support for middle school classrooms.</li> <li>● Increased student tutoring support for Middle School Students Budget:</li> </ul>		
<p><b>Action 4</b> All students will receive academic advising and assistance with college readiness.</p>	\$72,000	\$35,795.63
<p><b>Action 5</b> Maintain Special Education Coordinator staffing levels. Special Education Teacher and Special Education aide to support students that receive special education.</p>	\$120,000	\$276,144.00

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Additional funds from actions and services that were not used were put into support staff for students in the form of intervention aides as well as hiring additional staff for weekly Saturday Schools. More support staff were hired so that they could support teachers and provide more service hours to students in need. With the additional funds, we were also able to add additional Saturday School dates to help students who were struggling academically and behaviorally. We were also able to take in additional students during Academic Saturday School because we had more Saturday School teachers.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenges we had were moving to virtual learning in March of 2019-2020. We had to change our academic support programs and move them to a virtual space. This included learning all new platforms, learning how to teach on Zoom, and solely relying on technology to teach our students. However, we did find many successes. Teachers were able to be trained on how to use various online platforms quickly through multiple professional development sessions. We were also able to increase the amount of students who went to Saturday school because it was now virtual, and students were able to readily access our classes via Zoom.

## Goal 2

Positive School Environment, Climate, and Culture with Equity at the Core and Support for the Entire Child - provide safe and well-maintained facilities and positive learning climates and instructional practices that are culturally responsive, challenge bias, and support the academic, social, emotional, and physical needs of students. State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

### Annual Measurable Outcomes

Expected	Actual
Student Attendance Rate 97%	Student Attendance Rate 97.11%
School Climate Survey - Safety Student Survey: 86% Family Survey: 86%	School Climate Survey - Safety Student Survey: 87.5% Family Survey: 86.32%
School Climate Survey - High Expectations Family Survey: 92%	School Climate Survey - High Expectations Family Survey: 95.7%
School Climate Survey - Caring Relationships Student Survey: 88%	School Climate Survey - Caring Relationships Student Survey: 92.3%
Facilities Inspection Tool (percent at good or better) Good	Facilities Inspection Tool Good

## Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. Implementation and interventions between school site to focus on the physical, social, emotional and behavioral health needs of students.</p> <p>2. Restorative practices and staff professional development to ensure effective implementation will continue.</p> <p>3. Recruit 1.5 Restorative Justice Coordinators</p> <p>4. Facilitate professional development for teachers</p> <p>5. Continuation of Restorative Justice Saturday School geared towards students with chronic disciplinary concerns.</p> <p>6. Recruit PBIS Coordinator and implement PBIS Program</p> <p>7. Hire one Dean of Students per Division</p> <p>K-5 New Expenditures</p> <p>2-5 will have weekly Restorative Justice Saturday Schools</p> <p>K-5 teachers will be trained on how to do community circles in the classroom</p> <p>K-5 will have a Bully Box as an anonymous way to report bullying in school</p> <p>K-5 will fully implement a PBIS program</p> <p>6-8 New Expenditures</p> <p>6-8 will have weekly Restorative Justice Saturday Schools</p> <p>6-8 will fully implement PBIS program</p>	<p>\$188,000</p>	<p>\$42,000</p>
<p><b>Action 2</b></p> <p>The school will provide counseling, services that address student social and emotional needs.</p>	<p>\$72146</p>	<p>\$39,000</p>
<p><b>Action 3</b></p> <p>The school will provide health and wellness services to students.</p> <p>The school will continue to implement its comprehensive wellness policy and action plan.</p>	<p>\$5,330</p>	<p>0</p>
<p><b>Action 4</b></p>	<p>\$44,280</p>	<p>\$42,321.57</p>

<ol style="list-style-type: none"> <li>1. School will hire a full-time aide that will escort classes to physical education sites and escort them back to the school</li> <li>2. Security cameras and systems will be put up to help secure the building during and after school hours.</li> </ol>		
<p><b>Action 5</b> School Support Staff and Resources - All Students</p> <ol style="list-style-type: none"> <li>1. The school will recruit, hire, and train effective clerical and support staff who promote a welcoming school climate, student attendance, and provide effective operations and support for students, parents and staff.</li> <li>2. The school will continue to provide staff with general supplies and operating expenses.</li> </ol>	\$410,000	\$483,793
<p><b>Action 6</b> Healthy and Nutritious Meals - All Students</p> <ol style="list-style-type: none"> <li>1. The school will continue to provide resources for nutrition education and materials to promote healthy alternatives for classroom celebrations, and will work to ensure that all competitive food sales align with the wellness policy and state and federal guidelines.</li> <li>2. The school will continue its existing programs and will also add a snack program to ensure students are well-nourished and prepared to learn</li> </ol>	\$185,000	\$142,984
<p><b>Action 7</b> Attractive, Clean and Well Maintained Schools - All Students</p> <ol style="list-style-type: none"> <li>1. The school will continue to be clean and inviting.</li> <li>2. The school will continue to be well maintained and in good repair.</li> <li>3. The school will continue to be provided with necessary supplies and utilities.</li> <li>4. The school will continue to operate in a sustainable and environmentally responsible manner.</li> <li>5. Training and updates will continue to be provided to ensure well-prepared and informed staff.</li> <li>6. The school will continue to be compliant in all annual facility and safe school inspections.</li> </ol>	\$185,800	\$364,633.42
<p><b>Action 8</b></p>	\$25,000	\$14,700

<ol style="list-style-type: none"> <li>1. School will hire 13 athletic coaches, one Athletic Director, an Assistant AD, and District Athletic Director.</li> <li>2. School will offer competitive/comprehensive athletic programming and cheerleading (9 teams)</li> <li>3. School will purchase uniforms and sports equipment (make another goal for lead pe teachers.</li> </ol>		
<p><b>Action 9</b></p> <ol style="list-style-type: none"> <li>1. AIMS 6-8 will hire 1.0 FTE Art Teacher to teach art instruction to AIMS 6-8 students.</li> <li>2. AIMS 6-8 will hire 1.0 FTE Music Teacher to teach art instruction to AIMS 6-8 students.</li> <li>3. AIMS 6-8 will hire .2 FTE Graphic Design teacher to teach graphic design to AIMS 6-8 students.</li> <li>4. AIMS 6-8 will purchase instruments and music related equipment for music class.</li> <li>5. AIMS 6-8 will purchase art supplies and related equipment for art class.</li> <li>6. AIMS 6-8 will create two Visual Performing Arts performances per academic school year</li> <li>7. AIMS 6-8 will purchase 6 iMacs to add to existing Graphic Design Computer Lab</li> </ol>	<p>\$121,260</p>	<p>\$124,000</p>
<p><b>Action 10</b></p> <p>Students will be provided with Physical Education Uniforms and will dress out for PE. Hire one lead PE teacher per division (2) Middle School PE will become the PE / Health Department and teachers will receive training and integrate subjects such as Health / Fitness; and Sex Ed. into its curriculum.</p>	<p>\$10500</p>	<p>Action Middle School \$8,000</p>

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

For the money and actions that were not used as planned due to the pandemic, we continued to use the funds for student and teacher support. Teachers had virtual Zoom aides that would come into their classroom and use breakout rooms to help the students. We were



also able to put more money into online learning programs that helped students and assess them to make sure they were not behind. We also were able to do online restorative justice Saturdays to make sure that students were still on their best behavior during their virtual classes. We also had to allocate more funds to keeping our facilities clean and disinfected in order to keep our staff, and students safe.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Once again, our biggest challenges came when we had to move to distance learning. Our restorative justice program was partially put on hold. We couldn't do community service work in the city or implement our buddy/mentor system. For our Positive Behavior Intervention system, we couldn't purchase and send prizes since everyone was at home. However, we did have great success using the Zoom platform to create a positive environment. Our counselor would do virtual check-ins with the students in most needs. Students would get to interact with each other on Zoom and have social breaks where they ate together. We wanted to have students have some form of normalcy during the pandemic. We were also able to still provide lunches for students each week.

### Goal 3

Increase rate of students who are on track for college readiness by strengthening proficiency in mathematics and English language arts/literacy.

State and/or Local Priorities addressed by this goal:

**State Priorities:**

**Priority 2:** State Standards (Conditions of Learning)

### Annual Measurable Outcomes

Expected	Actual
Benchmarks ELA: 50% Math: 70%	Benchmarks ELA: 65% Elementary Final Benchmark Grades 3-5 Math: 90% Elementary Final Benchmark Grades 3-5 ELA - 53% Final Benchmark Grades 6-8

	Math - 78% Final Benchmark Grades 6-8
Retention Rates 2.9%	Retention Rates 1.7% of students were retained
California Assessment of Student Performance and Progress ELA: 60% Math: 70%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 62.77% Math: 73.14%
Intervention minutes for students receiving a C- or below in core subjects At least 60 minutes per week	Students received at least 60 minutes per week, minimum
Number of minutes students have computer access At least 30 minutes per week	Students received at least 30+ minutes per day, minimum

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. The Course of Study will be updated on an annual basis to ensure continued alignment with the Common Core and English Language Development (ELD) State Standards, the Next Generation Science Standards (NGSS) and prepare students to meet the UC ‘a-g’ requirements.</p> <p>2. The school will continue to develop core content and course curriculum maps, tools, and guides, in alignment CCSS and NGSS standards and materials.</p> <p>3. Professional development and evaluation cycles will be strengthened across the school to ensure effective implementation of curriculum.</p> <p>4. AIMS 6-8 will adopt ALEKS and Standards Plus, and Schoology to supplement existing academic content</p> <p>5. AIMS 6-8 will adopt new Science Curriculum to meet NGSS Standards 6. Using its approved classical novel reading list, AIMS 6-8 will develop ELA curriculum that meets Common Core State Standards.</p>	\$270,000	\$342,271

<p>7. AIMS 6-8 will purchase class sets of approved novels for each homeroom class K-5 New Expenditures for 2019-2020 Being a Writer K-5 Curriculum from Center of the Collaborative Classroom Purchasing of Test Prep Curriculum for SBAC 3-5</p>		
<p><b>Action 2</b></p> <p>1. The school will continue to identify and provide standards-aligned instructional materials and resources.</p> <p>2. Students will attend academic field trips that are aligned with the curriculum.</p>	<p>\$30,000</p>	<p>\$19,605</p>
<p><b>Action 3</b></p> <p>Purchase Chromebooks and chromebook carts to add to and maintain the pre-existing inventory to achieve 1:1 chromebook to student ratio. Actions: Student will have computer instruction at a minimum of 30 minutes/week</p>	<p>90,000</p>	<p>\$99,649.92</p>
<p><b>Action 4</b></p> <p>1. Recruit 1 intervention teacher/academic support staff per 150 students. Service:</p> <p>1. Students that are struggling to pass with grades C- and below in ELA and/or Math are provided push-in and pull-out tutoring services up to twice a week.</p>	<p>See Goal 1 Action 3</p>	<p>\$390,416</p>

<p>2. Students that are struggling to pass with grades C- and below in ELA and/or Math will be required to attend weekly Saturday Schools until they are at grade level</p> <p>3. One hour of tutoring is provided after school to students that are struggling to pass with grades C- and below in ELA and/or Math.</p> <p><b>Budget: See 1.3</b></p>		
<p><b>Action 5</b></p> <p>1. Teachers will effectively use student assessment data to plan intervention for those students that are not meeting the standards.</p> <p>2. Teachers will receive training on how to effectively assess student data</p> <p>3. Teachers will use Illuminate to track and monitor students and standards that they are failing</p>	<p>See 1.1</p>	<p>\$4631.97</p>

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

For whatever actions and money we did not spend, that money was allocated into improving our online learning platforms. We were also able to purchase additional chromebooks for students to make sure that all of our students had a school Chromebook.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

A big success we had was being able to convert our core curriculum into online learning platforms. We were able to purchase the online versions of our textbooks. These online versions were more interactive and were a perfect fit for online learning. A challenge we discovered was that teachers were not familiar with the online versions of the curriculum, because they were trained on how to teach from the textbook. To solve this problem, we reached out to representatives from each company to come and do multiple training sessions with our teachers on how to effectively use and teach using their online platforms.

## Goal 4

Teaching and Learning Effectiveness – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic services

Priority 2: Implementation of state standards

### Annual Measurable Outcomes

Expected	Actual
Percentage of fully credentialed teachers 75%	Percentage of fully credentialed teachers 58.06%
Rate of teacher mis-assignments 0.0%	Rate of teacher mis-assignments 35.48%
Monthly collaboration meetings 80% of teachers will meet monthly	Monthly collaboration meetings 80% of teachers will meet monthly
Classroom observation rated based on TCRP framework  Availability of standards-aligned instructional materials, students are enrolled in a broad course of study (as described in Education Code section 51210), and teachers provide instruction aligned to the California state standards, including EL access to ELD state standards.	Elementary - 94% of teachers showed improvement from the 1st observation to the 2nd formal observation.  Grades 6-8 Due to the leadership transition and COVID-19. Middle school was not able to complete the formal observation sessions to indicate teachers' performance evaluation outcomes.

<p>Beginning in the 2019-20 academic school year, AIPCS II will adopt a summative teacher evaluation system that incorporates formal evaluation cycles and is based upon the CSTP standards.</p> <p>65% of teachers will show improvement from the 1st observation to the 2nd formal observation.</p> <p>During formal observation use of standards-aligned instructional materials is evident</p>	
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**Actions / Services**

<b>Planned Action/Service</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
<p><b>Action 1</b> Acquire, Develop, and Retain Classroom Teachers, Certificated Support Personnel, and Administrators The school will continue to increase the size, stability, and quality of the teacher applicant pool through targeted outreach and support, such as:</p> <ol style="list-style-type: none"> <li>1. Recruitment events hosted by colleges and universities with large percentages of minority students.</li> <li>2. Recruitment events hosted by colleges and universities with large percentages of minority students.</li> <li>3. Regularly monitoring potential barriers to initial and continued employment of diverse candidates.</li> <li>4. Engaging in partnerships with other schools to promote the field of education and work toward national solutions to the teacher shortage and developing a purposeful plan to market education as a premier profession.</li> </ol>	<p>\$3,131,000</p>	<p>\$2,736,436</p>
<p><b>Action 2</b> Develop Capacity of Beginning Teachers and Teachers in Need of Support - All Students</p> <ol style="list-style-type: none"> <li>1. The school will continue to collaborate with local colleges and universities to ensure effective preparation of interns and student teachers.</li> </ol>	<p>\$50,000</p>	<p>\$23,400</p>

2. The school will continue to provide an Induction Program for beginning teachers and interns		
<p><b>Action 3</b>                  All teachers will have the supplies needed to be able to perform in successful educational environment                  All students will have all supplies needed to be able to thrive in school.</p>	\$60,000	\$73,177

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Any additional funds from actions that were not seen through were put into teacher/staff professional development as well as new online learning platforms.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The challenge we faced was getting teachers prepared to teach online. Since the pandemic hit suddenly, we had to train teachers from the start on how to navigate the curriculum, teach effectively online, and how to use Zoom. After a few short weeks, all of the teachers were pretty versed in this. We had weekly professional development to help them throughout the year.

### Goal 5

Parent and Community Engagement-Parents and community members are engaged and work with them to support student learning.

State and/or Local Priorities addressed by this goal:

**State Priorities:**

**Priority 3:** Parental Involvement (Engagement)

### Annual Measurable Outcomes

Expected	Actual
School Climate Survey - Safety Student Survey: 86% Family Survey: 84%	School Climate Survey - Safety Student Survey: 87.5% Family Survey: 86.78%
School Climate Survey - High Expectations Family Survey: 92%	School Climate Survey - High Expectations Family Survey: 95.7%
School Climate Survey - Meaningful Participation Student Survey: 61% Family Survey: 81%	School Climate Survey - Meaningful Participation Student Survey: 88.2% Family Survey: 85.72%
School enrollment patterns - returning students for next school year 96%	School enrollment patterns - returning students for next school year 96.3%
Promoting parent participation Family Survey: 81%	Promoting parent participation Family Survey: 86.4%

### Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. Annual school family surveys will be conducted to identify strengths and areas for improvement in family engagement.</p> <p>2. School/parents/guardians will create a family engagement plan based on survey results, student academic needs, and/or identified priorities, and aligned to school goals and federal and state requirements.</p> <p>3. Parent information and training will be provided to families so they can access Parent Portal (through PowerSchool), and training and support on family technology use at home and social media to enhance and support student achievement at home.</p>	\$7000	\$7350



<p>4. Educate parents on the Local Control and Accountability Plan (LCAP), educational systems, etc., so that parents and community partners can make informed recommendations to the various decision making groups.</p>		
<p><b>Action 2</b></p> <p>Translation and interpretation services will continue to be provided to facilitate effective communication, engagement, and participation for all stakeholders.</p>	<p>\$17,000</p>	<p>\$5,782</p>
<p><b>Action 3</b></p> <p>1.The school will continue to improve communication strategies and structures for timely and easy access to information, support, and resources.</p> <p>2. Community partnerships to support student and family engagement and learning will continue to be cultivated, sustained, and expanded.</p> <p>3. Current, accurate, and timely communication will continue to be provided to parents/guardians regarding student learning (e.g., PowerSchool, ParentSquare, website, AIMS TV, automated calls, school and teacher communications).</p> <p>4. Mandatory teacher-parent conference at the beginning of the school year.</p> <p>5. SST - Student Success Team’s formed on an at-need basis to provide support to individual students undergoing exceptional challenges. Team consists of faculty, families, students, and administrators.</p> <p>6. Regular correspondence through memo’s, PowerSchool, ParentSquare, detention slips, and progress reports to encourage frequent communication between faculty and families.</p> <p>7. Powerschool Access is provided to families to view student academic progress.</p>	<p>\$3100</p>	<p>\$9850</p>
<p><b>Action 4</b></p> <p>1. SART –The Student Attendance Review Team (SART) acts as a support team between students, parents, and schools. The main objective of the Student Attendance Review Team (SART) is to understand the reasons why students, at a site level, are not attending school and to connect students and families to school and community resources to address these absence concerns.</p> <p>2. Attendance personnel will meet with Senior Administrators monthly to review students that have chronic absenteeism and truancy.</p>	<p>\$175,000</p>	<p>\$127,082</p>

<p><b>Action 5</b></p> <ol style="list-style-type: none"> <li>1. FAC - Family Advisory Committee meets to provide general support and voice to all families.</li> <li>2. SSC - School Site Council meets to provide input in school’s planning, including SSD’s.</li> <li>3. DELAC (ELAC - AIPCS)– District English Learner Advisory Committee meets in effort to provide support for English Language Learners and their families.</li> <li>4. Wellness committee</li> </ol>	<p>\$11,500</p>	<p>\$0.00 for SSC and DELAC</p>
<p><b>Action 6</b></p> <ol style="list-style-type: none"> <li>1. AIMS will contract with BACR to provide after school programming to its students</li> <li>2. Parents will pay a monthly fee of \$50-\$150 per child depending on FRL eligibility</li> </ol>	<p>\$80,000</p>	<p>\$217,382</p>

**Goal Analysis**

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Additional funds were used to help train staff members to conduct school operations online.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenge for this goal was not having face-to-face interactions with our parents and community members. Everything had to be online at the end of the year and we had to help parents troubleshoot as well on how to help their child virtually. We had many training sessions for parents and coached them throughout the year on how to set their computers up and help their children.

## Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency’s (LEA’s) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

### In-Person Instructional Offerings

#### Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year	\$9216.41	\$9216.41	[N]
Classroom technology upgrades - TV Cart, Projectors, Projector brackets	\$16376.63	\$15,000	[N]
New computers for teachers and support staff	\$34,731.78	\$20,000	[N]
Teachers and substitute teachers	\$2,203,839	\$517,671.15	[N]
Academic Deans/Instructional Coaches	\$227,991.57	\$121,000	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators (elementary \$15,000) (MS \$7000)	\$22,000	13,393.57	[N]
Services for English learners ELD support and development (MS \$5162.15) (ES \$3000)	\$8162.15	\$ 5,200	[Y]

Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$17,000	\$18,600	[N]
Schoology, Illuminate, ALEKS, Quill, Standards Plus, Scholastic Reading Inventory, GoGuardian - Educational Platforms	\$58,251	\$26,000	[N]
Intervention Aides	\$190,059	169,082.48	[N]
Attendance clerks, support staff	\$308,571.22	\$67,395.06	[N]
ELD Teacher Salaries	\$ 87,990.24	\$103,191.72	[Y]
Intervention Staff Salaries (elementary school)	\$ 294,513.65	\$38,888.97	[N]
The school has prepared for possible in-person learning by purchasing cleaning supplies, upgraded HVAC filters, and protection materials (including plexiglass, and PPE). Upgraded cleaning is essential for safety.	\$180,000	\$180,000	[N]
BACR Staff Member x 4 to supervise students who don't have adult supervision at home	\$20,000	\$28,860	[N]
Individual Learning programs that are self-paced: Quill, Learning Farm (elementary)	\$2,946.00	\$4911.65 for K-5 Elementary	[N]
The school has prepared for possible in-person learning by purchasing cleaning supplies, upgraded HVAC filters, and protection materials (including plexiglass, and PPE). Upgraded cleaning is essential for safety.	\$60,000	Duplicate	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

With in-person learning, we had to hire additional support staff. Since our intervention aides couldn't go to more than one pod/class per day because of Covid-19, we had to hire additional staff members to provide more support.

Some of our descriptions/expenditures for in-person instructional are duplicates of distance learning description/expenditures because we were unsure when students and staff would switch to in person instructional. We have broken down the expenditure to correspond to the percentage that was done for in-person instruction.

### Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

One of the biggest challenges was making sure that all teachers had what they needed in their classrooms to accommodate in-person learning within the restrictions of the Covid-19 safety plan. A lot of equipment was purchased and had to be delivered, assembled, and function properly for our reopening. The successes we saw were in how smooth everything operated and how teachers were able to make use of all of the new equipment in the classroom. Teachers were able to do live Zoom streams to students who remained virtual, use technology to broadcast students on Zoom, and create lesson plans that used integrated forms of technology.

### Distance Learning Program

#### Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Classroom technology upgrades - TV Cart, Projectors, Projector brackets	\$20,000	\$1752 elementary webcams = \$3,400	[N]
New computers for teachers and support staff	\$34,731.78	Elementary K-5 Laptops for Teachers = \$34,731.78	[N]

Teachers and substitute teachers (MS \$703,839)	\$703,839	1,587,757.37	[N]
Academic Deans/Instructional Coaches	\$228,703.61	\$130,000	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators (elem \$15000)	\$20,000	\$15,246.194	[N]
Services for English learners ELD support and development	\$62,000	\$ 10,170	[N]
Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$21,000	[\$ 0.00]	[N]
Schoology, Illuminate, ALEKS, Quill, Standards Plus, Scholastic Reading Inventory, GoGuardian - Educational Platforms	\$ 130,000	\$24,000	[N]
Intervention Aides	\$199,895.65	\$130,024.42	[N]
Attendance clerks, support staff	\$300,112.22	\$225,333.91	[N]
ELD Teacher Salaries	\$100,025.24	\$79,354.43	[Y]
Intervention Staff Salaries	\$294,513.65	\$130,024.42	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

Most of our planned expenditures going into our distance learning program closely matched what was actually spent. Through proper planning, we were able to see a robust virtual learning program where we used our funds correctly to ensure we had a thorough and successful program.

Some of the distance learning descriptions/expenditures are duplicate of the in-person instructional description/expenditures because we were unsure when students and staff would conclude distance learning and would switch to in-person instructional. We have broken down the expenditure to correspond to the percentage that was done for distance learning.

## Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

**Continuity of Instruction:** We found a lot of success creating a virtual learning program that had the same instructional minutes as a regular, in-person learning day. We were able to provide the same rigor and academic excellence in a virtual space. There were some challenges at first with student attendance, but we were able to solve most of these issues.

**Access to Devices:** We were able to purchase hundreds of additional student Chromebooks for our students. Almost every student was able to have their own Chromebook for virtual learning. The only real challenge we had was making sure students were using our devices and not a home computer. Our devices had a program called GoGuardian that allowed the teacher to track which websites the students were visiting during learning time.

**Connectivity:** We were able to partner up with Oakland Undivided to provide students with hot spots to help them connect to the internet. The only challenge we had was through the online program called Zoom. Teachers and students would sometimes get cut off or freeze no matter how high-speed internet connection they had.

**Pupil Participation:** We had a very high attendance rate for our virtual learners. We made sure that attendance was taken every morning. Clerical staff would follow up with phone calls to parents if a child was missing from any of their classes. A challenge with pupil participation was making sure the students came back to virtual class after PE or lunch.

**Progress:** We saw great progress in most grade levels. However, some grade levels did not make that great of a progress according to benchmarks. We attribute the loss of learning to being in an online space, students being on multiple devices so they can go on sites like Youtube, etc. Gains in performance were seen with most grade levels from benchmark to benchmark but not as high as we have seen with in-person learning in previous years.

**Distance Learning Professional Development:** We continued to have PD each week. It was a lot easier to get everyone there on time and to also share. Since we had Zoom, we were able to create more detailed PD sessions that were interactive. The only challenge we saw was with people losing connection with Zoom and leaving the meetings.

**Staff Roles and Responsibilities:** Staff roles changed quite a bit during the virtual space. There were less tasks and most tasks involved being on a computer. With in-person learning, most staff members were constantly on their feet and helping to run the school. Responsibilities increased with the monitoring of students and calling the parents to make sure they were on Zoom.

**Support for Pupils with Unique Needs:** We were able to provide support for our SPED students and high-need students through virtual meetings. The challenges sometimes came when students wouldn't show up. The difficult part was that the students had to know how to jump from their current Zoom class to their instructional time with the SPED teacher on another Zoom link. This was hard to manage sometimes, especially with the younger grade students.

## Pupil Learning Loss

### Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Illuminate Benchmark Program + Quill + Learning Farm + Standards Plus + ALEKS + Scholastic Reading Inventory	\$28,584	\$25,000	[N]
Intervention Staff	\$294,965.87	\$222,289	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

Our estimated actual expenditures were pretty close to the total budgeted funds. We spent our funds on new online programs that provided rigor and assessments. We hired additional intervention staff to help with virtual learning at the start of the year. The numbers for our intervention staff actual expenditures are a little less because we had to move staff members due to the pandemic at the start of the year.



## **Analysis of Pupil Learning Loss**

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

Looking at performance data, we can see there were some sorts of loss in a very few classes. Most of the classes performed well. We were able to determine this by using benchmarks and the practice SBAC interim state test. We saw successes with addressing learning loss by hiring additional staff members and purchasing new online platforms. We saw challenges in training teachers on the various platforms as everything was new to them.

## **Analysis of Mental Health and Social and Emotional Well-Being**

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

Successes included the development of courses and curriculum to provide students direct access to education about their own mental health especially given the global pandemic and shift in in person learning to distance learning. Stakeholders have reiterated the importance of addressing mental health (including the effects of trauma) so that students can fully access any academic support to be provided and fully engage in the process of learning. Challenges included accessing all students w/ potential mental health concerns due to COVID-19 distance learning.

## **Analysis of Pupil and Family Engagement and Outreach**

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

We were able to have family engagement nights and meetings via Zoom. Parents were able to engage through the chat features. A challenge was getting more parents to share feedback compared to when these meetings were held in person.

## Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Research has found that food insecurity has a negative impact on academic and social emotional learning outcomes for students. Our district food service program through NSLP/SSO provides healthy meals and snacks to low-income, English language learners and/or Foster youth so that students have their basic needs met and they are able to learn. The programs provide mostly locally sourced fruits, vegetables, lunch, and afternoon snacks for low income students. Throughout the global pandemic of COVID-19 we were able to provide meals to our student body in spite of the challenges faced by distance learning. Challenges faced were accessing all families due to limited food distribution locations and capacity to be able to offer breakfast.

## Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
N/A	Hired Instructional Aide	\$24,177.58	[\$ 0.00]	[N]
Actions Related to In-Person Instructional Offerings	Hire a School Nurse and Design a state-of the art Nurse's office	\$ 70,000	\$70,081.34	[N]

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

We were not able to hire an instructional aide to help with the lunch program. Instead, we were able to work with our afterschool program BACR to provide support for our lunch program. Administrators and clerical staff all helped to provide support as well.

## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

This year was a mix of in-person and virtual learning. We learned that we need more support staff. With the next year’s LCAP, we put in extra funds to get additional support staff. Our most vulnerable students will have more aides to work with them in a small group setting.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

We are putting more emphasis on data tracking. We are looking to purchase programs that house all student data in one location. This includes benchmark scores, state test scores, reading levels, ELD levels, etc.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

For the most part, all of our planned expenditures were carried out and represented in our actuals for 2020-2021. We put on an excellent virtual program and were able to continue with a high-quality hybrid program. We have seen continued improvement with our students through virtual learning and our hybrid model.

In looking at the In Person Instructional Offering and Distance Learning Program - the actions and expenditure are duplicate. The reason for this is that when creating the plan the LEA was not certain when we will be returning to in person instruction.

## Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

After completing this year, we learned that we have a solid program that can be utilized to max effectiveness in the virtual classroom and in-person. However, we learned that this year has created many challenges for our students and families. The absence of peers had an impact on some of our students. For next year, we plan on getting more support and giving more support in the form of Social Emotional Learning practices and training. A year without seeing any of your classmates or teachers can also have an emotional impact. We are planning to hire an additional on-site counselor to help with this.

Through assessments, data, and class observations, we can conclude that there was some learning loss during this school year. We are planning on getting a data tracking/management system to house all of our data so teachers can readily access each student's profile to create learning plans.

Teachers have also been away from each other and have only been able to collaborate through Zoom. We are putting more emphasis on teacher collaboration and have teachers on special assignments who will help lead these sessions throughout the school year.

We found that students and teachers need additional support in the form of instructional aides. We also found out that there needs to be continued professional development throughout the year with the use of virtual/online learning platforms.

## **Instructions: Introduction**

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## **Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year**

### **Annual Update**

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

### **Annual Measurable Outcomes**

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

### **Actions/Services**

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

### **Goal Analysis**

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth

students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

### **Annual Update**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.

### **Analysis of In-Person Instructional Offerings**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.

## Analysis of the Distance Learning Program

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,
  - Pupil Participation and Progress,
  - Distance Learning Professional Development,
  - Staff Roles and Responsibilities, and
  - Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.

## Analysis of Pupil Learning Loss

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.



- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

California Department of Education  
January 2021

# Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
American Indian Public Charter School II	Christopher Ahmad, Head of Division K-5 Riffat Akram, Head of Division 6-8	<a href="mailto:christopher.ahmad@aimsk12.org">christopher.ahmad@aimsk12.org</a> <a href="mailto:riffat.akram@aimsk12.org">riffat.akram@aimsk12.org</a> 510-893-8701

## Plan Summary [2021-2022]

### General Information

A description of the LEA, its schools, and its students.

American Indian Public Charter School II is located in downtown Oakland. We serve 653 students. The school community prides itself on being family oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

#### AIMS Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post-secondary programs and become productive members of society

#### AIMS Credo The Family:

The Family: We are a family at AIM Schools

The Goal: We are always working for academic and social excellence.

The Faith: We will prosper by focusing and working toward our goals.

The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

#### AIMS Values At AIMS we value:

Excellence - Commitment to excellence in all that we do

Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable

Empathy - Recognition of dignity and worth of every human being Family and Community -

Building of family and community

Citizenship - Social awareness and justice that leads to action

Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators.

### LCAP Goals

- 1) **Academics & Curriculum:** We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).
- 2) **Instruction Development & Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.
- 3) **Measurement of Data:** Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.
- 4) **School Culture & Climate:** Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The California School Dashboard reveals that our school performed very well in both ELA and mathematics. We scored in the GREEN range for English Language Arts. For Mathematics, we scored in the BLUE range, which is the highest range on the dashboard. We ranked as “HIGH” in terms of our English Language Learners making progress towards English Language Proficiency at 55.9%.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

The Dashboard revealed a range of ORANGE in terms of our suspension rates. Since then, we have implemented a Positive Behavior Intervention System and incorporated more restorative justice practices in daily routines and the classroom setting.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The LCAP serves as the school’s annual work plan

### LCAP Goals

- 1) **Academics & Curriculum:** We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

**2) Instruction Development & Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

**3) Measurement of Data:** Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

**4) School Culture & Climate:** Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action. Finally, we will continue to expand School Culture and climate by promoting student activities that develop the holistic needs of each child and by teaching students how to value the intrinsic worth and human life of all individuals, regardless of their differences.

Key themes that are evident in this LCAP include:

- A focus on making up for the loss of learning during virtual learning/COVID-19
- An emphasis on Social Emotional Learning in the classroom and training for the staff
- Community Building
- Professional Development and Teacher Collaboration
- Extra support staff in the form of intervention aides to make up for any learning losses
- Assessments and data tracking
- Family and Community Engagement
- Safe and clean facilities
- A safe environment where students can go to learn
- Equity and Access
- Knowledge of the whole child
- Student centered approaches

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

### **Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### **Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

The LEA consulted, worked with, and developed plans based on the feedback from many stakeholders during the year and will continue to do so throughout the implementation of this LCAP. Administrators held meetings where they presented information about grants, expenditures, and plans to families and staff members. Family Advisory Committee meetings were held to gather stakeholder feedback and plan with their input. ELAC/DELAC meetings were also held to gather input. Annual parent and student surveys were compiled for consideration on the LCAP. Professional development and staff development days were also held to gather feedback from teachers and get input for current and future plans.

A summary of the feedback provided by specific stakeholder groups.

- Stakeholders believed that we were allocating funds into the proper places to benefit students
- Stakeholders felt that we needed more intervention support in terms of small group instruction and pull-outs
- Stakeholders wanted more Social Emotional Learning and training because of the pandemic
- Stakeholders wanted a full-time counselor who was on-site for K-8 to help the students who were most in need
- Stakeholders felt that we handled virtual learning really well as we provided the same amount of instruction as in-person learning
- Stakeholders believed that English Learners needed more support with ELD.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

For the creation of this LCAP, we took into account all of the stakeholders' feedback from our various forms of engagement. To start out with, we hired more intervention staff. These intervention aides are now only serving 3-6 classes per week, which is a lot less than before. They are going to provide small-group instruction, push in and pull out services, as well as help to assess students. Stakeholders realized that we needed more SEL in the classrooms and the training to implement it correctly. We agreed and we are setting aside money for professionals to come out and train our teachers on how to correctly implement SEL practices. To help with emotional support, we are hiring an additional counselor who will be on-site at our 12th st campus for the full day. This counselor will be responsible for working with and supporting the students with the most emotional and behavioral needs. ELD support was something that many stakeholders mentioned during our engagement meetings. In this LCAP, we outlined our plan. This includes hiring an additional ELD teacher to support, using ELA curriculum with ELD components embedded, hiring an ELD consultant to train administrators, teachers, and look over lesson plans, and having more professional development specifically focused on how to implement ELD lessons effectively in the classroom.

# Goals and Actions

## Goal 1

Goal #	Description
Goal #1	<b>Academics and Curriculum:</b> We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement. Teachers that deliver high-quality instruction through the implementation of State Standards. An achievement gap exists for at-risk students, including English Learners, Foster Youths, and Low Income Subgroups.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
California Assessment of Student Performance and Progress - Mathematics	55% of all students will reach proficiency in mathematics				65% of all students will reach proficiency in mathematics or higher.
California Assessment of Student Performance and Progress - English Language Arts	45% of all students will reach proficiency in English Language Arts				55% of all students will reach proficiency in English Language Arts or higher
California Assessment of Student Performance and Progress Science	40% of all students will reach proficiency in Science				60% of all students will reach proficiency in Science

English Learners making annual growth as measured by ELPAC annual growth data	At least 60% of English Language Learners will make at least one year's progress in learning English				65% of English Language Learners will make at least one year's progress in learning English
English Learner Reclassification Rate	40% EL Reclassification Rate				45% EL Reclassification Rate

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Approved Textbooks & Core curricula materials + Curriculum Supporting Software	<p>CDE approved textbooks and standards aligned instructional materials will ensure that students will have access to appropriate curriculum in English Language, Mathematics, Social Science, and Science, PE, Foreign Language and Visual Performing Arts</p> <p>Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time.</p>	\$139,000	[Y]
1.2	Quill Writing	<p>Quill Writing: Help students advance from fragmented and run-on sentences to complex and well structured ones.</p> <p>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.</p>	[see 1.1]	[N]
1.3	ALEKS Program for Middle School Middle School Students	<p>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.</p>	[see 1.1]	[N]



1.4	Rosetta Stone for Middle School Students	To promote mastery of a second language, AIMS will provide Rosetta Stone licenses to supplement foreign language curriculum in all Foreign Language classrooms	[see 1.1]	[N]
1.5	VPA Materials for Middle School Students	Additional materials and resources will be purchased to support the Visual Performing Arts Department	[see 1.1]	[N]
1.6	Academic Saturday School	Students who are failing benchmarks with a score of a 60% or below will be required to go to Academic Saturday School each week to review various Common Core State Standards in both ELA and mathematics.	\$93,000	[N]
1.7	Matching Books with Lexile Levels	Students will be assigned appropriately leveled books based on their Lexile level taken from the Scholastic Reading Inventory, using the program Raz-Kids.	\$2,0378	[N]
1.8	Professional Development on Implementing the Curriculum + Pedagogy	Professional development and evaluation cycles will be used across the school to ensure effective implementation of curriculum.	\$27,984	[N]
1.9	NGSS Standards Based Curriculum	The school will purchase a new science curriculum that is based on the NGSS Standards.	\$10,000	[N]
1.10	ELD Consultant	Contract out an ELD consultant to help train staff on how to use effective integrated and designated ELD	\$4,800	[Y]
1.11	Purchase Independent Learning Programs	Purchase online learning programs that deliver Common Core Standards based questions, logs student progress, and assesses their learning	\$13,000	[N]

## Goal Analysis [2021-2022]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

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## Goal 2

Goal #	Description
[Goal 2]	<b>Instruction, Development, and Support:</b> Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

An explanation of why the LEA has developed this goal.

AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive. We make sure to screen potential candidates and hire only those who are qualified to teach in an AIMS classroom. Our teachers go through weeks of professional development during the school year to ensure they are teaching up to our high standards.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year				100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment				0% of teacher misassignment
Student access to instructional	100% of students have access to board adopted materials				100% of students have access to board adopted materials

materials and supplies	and instructional supplies				and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs				At least 90% of the staff will attend professional development when it occurs

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrative Staff	The Head of School, Head of Division for Academics, and Academic Dean will run the day to day operations of the school	\$475,000	[N]
2.2	Teachers, Substitutes, and Teacher Incentives	Appropriately assigned, trained, and credentialed Teachers (including SPED ELD, VPA, Foreign Language) and will provide high quality instruction to all students using AIMS practices and data driven strategies. Substitute teachers will also provide temporary classroom coverage for absent teachers. School will also provide teacher bonuses and incentives for perfect attendance, and CAASPP student performances.	\$2,350,000	[Y]
2.3	Professional Development for Teachers	<p>Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes. In addition, Integrated and Designated ELD PD will support general ed teachers in support of ELLs. Differentiated Instruction, Modified and Adapted Curriculum for EL and SPED students, and culturally responsive pedagogy.</p> <p>There will be some form of professional development or teacher collaboration every week in regards to academics. This will be led by Teachers on Special Assignment, Administrators, and representatives from all of our curricula and programs</p>	\$48,334	[Y]
2.4	Teacher Induction	The school will continue to provide an Induction Program for beginning teachers and interns.	\$16,500	[N]
2.5	Intervention Aides	Instructional Aides will provide regular and equitable instructional "push-in" and "pull-out" support to students that are most in need.	\$424,378	[N]

		Hire additional intervention aides to work closely with teachers to help support students with learning loss and students who are behind grade level.		
2.6	Administrative Assistants and Clerks	Administrative Assistants, clerks will provide promote a positive, proactive, professional, and efficient environment  The school will recruit, hire, and train effective clerical and support staff who promote a welcoming school climate, support student attendance, and provide effective operations and support for students, parents and staff.	\$392,042	[N]
2.7	School Supplies, Uniforms, and Instructional Materials	The school will provide all necessary resources and components to support student learning, including school supplies, uniforms, science lab, and other instructional materials.	\$122,280	[N]
2.8	OUSD SpEd Encroachment	The school contributes an annual encroachment fee of nearly \$1800 per eligible student to the Oakland Unified School District (OUSD) SELPA for SPED Services. OUSD is responsible for providing individualized education plans, resources, and services for students with disabilities to be successful in the school.	\$1,214,325	[N]
2.9	Summer School	AIMS Summer School will be held each year in July. Students who failed the AIMS Finals, benchmarks, or have grades of a C- or below will be required to attend.	\$30,000	[N]
2.10	Teachers on Special Assignment	Teachers on Special Assignment will lead teacher collaboration, deliver professional development, help with lesson planning, observe teacher pedagogy, and give feedback.	\$222,478	[N]

## Goal Analysis [2021-2022]

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### Goal 3

Goal #	Description
[Goal #3]	<b>Measurement of Data:</b> Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

An explanation of why the LEA has developed this goal.

Due to COVID-19 school related closures, AIPCS II will continue to analyze and assess verifiable data that is norm-referenced for reporting to the state and our charter authorizer, as this information will help determine how best to mitigate any potential student learning loss. AIMS. We will also use technology and various online programs to track student performance data, share the data, and plan with it. Our goal is to give assessments during the year to track a student’s progress throughout the year.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formative Assessment Scholastic Math Inventory (SMI)	50% of students will be at grade the grade level proficiency				70% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading	40% of students will be at grade the				60% of students will be at grade the grade level proficiency

Inventory (SRI)	grade level proficiency				
Illuminate Math	Each K-5 grade level will have a proficiency rate of at least 50% or above				Each grade level will have a proficiency rate of at least 55%
Illuminate ELA	Each K-5 grade level will have a proficiency rate of at least 45% or above				Each grade level will have a proficiency rate of at least 50%

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	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.	\$4,758.80	[N]
3.2	Scholastic Reading Inventory (SRI)	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. Student Lexile Levels (reading levels) will be measured quarterly by using the Scholastic Reading Inventory	\$2,800	[N]
3.3	District-Wide Assessment & Data Platform	The school will contract with a third-party entity to collect, analyze, and report academic data for school improvement, monitor student student progress, analyze trends, and meet local, state, and federal reporting requirements.	\$15,000	[Y]

		<p>Monitor RFEPs for continued academic success. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement.</p> <p>The school will use formative assessments to help teachers develop goals for students, monitor progress, and adjust instructional plans throughout the year. Relevant data will be accessible and readily available for staff to use in developing plans, setting goals, monitoring progress and evaluating effectiveness.</p>		
3.4	PowerSchool	PowerSchool is the Student Information System that is used to keep track of Attendance, gradebook and student demographic information	\$8,158	[N]
3.5	Districtwide Academic Data Coordinator	The school will hire an academic coordinator to synthesize and analyze data and review student learning trends	\$43,479	[N]

### Goal Analysis [2021-2022]

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## Goal 4

Goal #	Description
[Goal #4]	<b>School Culture and Climate:</b> Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

An explanation of why the LEA has developed this goal.

To provide students and families with appropriate health services interventions to be healthy and be able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students. COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. Our goal is to provide a positive, safe, and comfortable environment where students and teachers only need to worry about teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other's background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for students of all races.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate	95% ADA				97.5% ADA
School Survey - Question regarding Safety	Student Response : 80% Family Response: 80%				Student Response: 85% Family Response: 85%
Family Survey - Question	Family Response: 85%				Family Response: 90%



regarding High Expectations					
Student Survey Student - Caring Relationships	Student Survey Response: 80%				Student Survey Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%				< 3%
School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool				The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above				Positive Response of at least 75% or above

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Healthy and Nutritious Meals - All Students Child Nutrition- Food Services NSLP/SSO	<p>Healthy and Nutritious Meals - All Students</p> <p>1. AIPCS II will continue to implement its free-and reduced lunch program to ensure that students are well-nourished and prepared to learn. Additionally, AIPCS II will continue to provide resources for nutrition education and materials to promote healthy alternatives that meet wellness policy and state and federal guidelines. \$105,000</p> <p>2. The school will continue its existing snack program to ensure students are well-nourished and prepared to learn. \$25,000</p>	\$130,000	[N]
4.2	SEL PD	Social Emotional Learning Professional Development Sessions will be provided to staff so they can use these strategies in the	\$10,000	[N]

		classroom with their students		
4.3	SEL Counselors	Continue to receive support from our current counselor and also hire an additional on-site counselor to service K-8 students. The counselors will provide counseling services that address student social and emotional needs.	\$113,000	[N]
4.4	Positive Behavior Intervention System Elementary School (PBIS)	The school will continue to implement Positive Behavior Intervention Support (PBIS) programs and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards, increase student attendance, and to maintain a low suspension rate.	\$3700	[N]
4.5	Assemblies, Guest Speakers	Assemblies, School / Cultural Events, & Guest Speakers provide additional events to promote a positive and diverse environment.	\$15,000	[N]
4.6	School Nurse	The school will hire a school nurse to support student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing the physical, mental, emotional, and social health needs, students will be supported in the learning process and poised for achievement.	\$70,081.34	[N]
4.7	Oakland Enrolls / Schoolmint	The school has partnered with Oakland Enrolls since its inception in 2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.	\$12,900	[N]
4.8	Parent Square	Parent Square is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. ParentSquare also delivers secure documents and provides translation support in Chinese and Spanish languages.	\$3500	[N]
4.9	Restorative Justice	Restorative Justice provides collaboration and reintegration into the classroom to provide a positive and safe environment.  Continuation of Restorative Justice Saturday School geared towards students with chronic disciplinary concerns.	\$25000	[N]

4.10	Custodial Staff & Facility Maintenance	We believe that our school should continue to be clean and inviting, maintained and in good repair, and have the necessary supplies and utilities to be sustainable in an environmentally responsible manner. Custodial Staff will provide a clean and safe environment, based upon COVID-19 standards, with facilities maintained and in good repair. Ongoing staff training and updates will be provided to ensure that school staff are well-prepared and informed to remain compliant in all annual facility and safe school inspections.	\$143,000	[N]
4.11	Athletics	The AIMS Athletic Department will provide all necessary athletic directors, coaching staff, sport uniforms, and sports equipment for healthy participation in school-wide athletic play.	\$22,080	[N]
4.12	Community Liaison	The AIMS Community Liaison will help lead the Family Advisory Council (FAC) and will provide general support, voices, and engagement activities for all families.	\$33,805	[N]
4.13	After School & Enrichment Programs	Afterschool Clubs & Enrichment programs through third parties and/or community partners will support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, diversity & racial awareness, and provide a safe and supportive environment for MS students.  AIMS will contract with BACR to provide after school programming to its students	\$177,382	[N]
4.14	AIMS K-12 College Prep Charter District CMO	The AIMS District CMO covers costs associated with the office of the Superintendent, the Business Department, Operations, and Human Resources. These departments help facilitate the management of the AIMS organization.	\$1,474,241	[N]
4.15	IT Services / Maintenance	The school will contract IT services to help maintain and improve our wireless and technology infrastructure	\$20,000	[N]
4.16	Computer / School Furniture Inventory	The school will continue to maintain and exceed its ratio of 1:1 computers per student, in order to ensure a steady inventory of working computers at any given time. AIMS MS will also review and examine its existing school furniture inventory in order to maintain a clean and inviting environment within its school.	\$40,000	[N]

4.17	Campus Security / Bell System Enhancements	The school will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system.	\$7,000	[N]
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## Goal Analysis [2021-2022]

An analysis of how this goal was carried out in the previous year.

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**A report of the Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Expenditures Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [LCAP Year]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
26.65%	\$2,354,800

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

English Learners:

**Goal 1, Action 1.1 - Enhanced Curriculum / Instruction for English Language Learners:** Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Due to distance learning, the gap of language support opportunities has widened. Many ELs failed some content core subject classes and did not make growth in their reading lexile. 65% of English learners are still below basic in reading. Teachers and staff will be aware in the beginning of the school year that ELs need support and they can be placed in intervention right away.

We will meet this goal by providing a curriculum with embedded ELD, hiring ELD teachers, ELD consultants, providing social emotional learning, Academic Saturday Schools, Summer School, and hiring intervention staff to help on a daily basis.

Ensure a high-quality academic program for English learners: Designated ELD to build language skills and integrated ELD to support acquisition of content knowledge. Monitor RFEPs for continued academic success Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement.

**Goal 1, Action 1.10 - ELD Consultant:** The ELD consultant will be used to provide professional development for our teachers. This includes showing teachers how to properly and effectively use designated ELD during the day and integrated ELD when teaching to the students in general education and English Language Learners. The consultant will also review the ELD master plan to make sure that the ELD program includes all of the required components required by law. The consultant will guide administrators on how to implement the EL Roadmap along with evaluation

**Goal 2, Action 2.2 - Teachers, Substitutes, and Teacher Incentives:** Our goal is to hire highly qualified teachers who have an EL authorization. This allows them to provide instructional services specifically to English Language Learners during the school year. This will allow students to understand the teachers' lessons that are only taught in English by using a multitude of strategies with designated and integrated ELD. We also want to help learners develop skills so that they can read, write, speak, and listen in English

**Goal 2, Action 2.3 - Integrated and Designated ELD PD:** The school will support general education teachers in support of ELLs. To ensure a high-quality academic program for English learners: . Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs. Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. Decrease the number of Long Term English Learners. Students are not reclassifying at an expected rate. Integrated and Designated ELD will need to be the main focus to help support ELs for all levels. All staff will provide professional development on EL support.

**Goal 3, Action 3.4 - District-Wide Assessment & Data Platform:** Increase the District reclassification rate for English Learners. The percentage rates of reclassification did not meet the baseline that was set for the 2019-2020 school year. The expectation was set at 25%, however, the rates came in at around 5%. Academic Intervention support will help remediate skill deficits and accelerate learning to close the achievement gap.

- Decrease the number of Long Term English Learners. Students are not reclassifying at an expected rate. Integrated and Designated ELD will need to be the main focus to help support ELs for all levels. All staff will provide professional development on EL support.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

To ensure a high-quality academic program for English learners: Designated ELD will be taught to the general ed teacher to build language skills and integrated ELD to support acquisition of content knowledge. Monitor RFEPs for continued academic success . Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement. We have increased our support for professional development, curriculum development, and materials to target efforts at improving our outcomes for English learners.

Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Incorporate PLC with ELD teacher, follow up ELD professional development to ensure teachers are getting the appropriate support especially in integrated ELD.

## Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (*California Education Code [EC] 52064(e)(1)*). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (*EC 52064(e)(1)*). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC 52064(b)(4-6)*).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.



# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Stakeholder Engagement

### Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC 52064(e)(1)*). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

### Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some

metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2022–23.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22.</b>

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### Requirements and Instructions

This section must be completed for each LCAP year.



When developing the LCAP in year 2 or year 3, copy the “Increased or Improved Services” section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## For School Districts Only:

### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:**

Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.

- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All”, or by entering a specific student group or groups.
- **Increased / Improved:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

## Coversheet

### AIMS MS LCAP 2021 - 2022 and 2019 - 2020 LCAP and 2020 - 2021 LCAP Update

<b>Section:</b>	III. Action Items
<b>Item:</b> LCAP Update	G. AIMS MS LCAP 2021 - 2022 and 2019 - 2020 LCAP and 2020 - 2021
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	III.G_AIMS MS LCAP Cvr Ltr.pdf III.G_AIMS MS LCAP and LCP Update.docx.pdf III.G_LCAP 21-22 AIMS MS.docx (1).pdf



## AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

California Department of Education  
January 2021

# Annual Update for Developing the 2021-22 Local Control and Accountability Plan

## Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School (AIMS MS)	Riffat Akram, Head of Division	<a href="mailto:Riffat.akram@aimsk12.org">Riffat.akram@aimsk12.org</a> 510-893-8701

The following is the local educational agency’s (LEA’s) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

### Goal 1

Closing the Achievement Gap with High Expectations for All - All levels of the organization work to improve student achievement and close the achievement gap for all underperforming student groups.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority: 4:Pupil Achievement (Pupil Outcomes)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### Annual Measurable Outcomes

Expected	Actual
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EL Reclassification Rate - ELPAC Baseline + 15%	5% of students reclassified in the 2020-2021 school year, from the 2019-2020 ELPAC.
ELs making at least one year's progress in learning English - ELPAC Baseline + 15%	Our goal was to meet the ELPAC Baseline + 15% making the annual progress on ELPAC, 37% Progressed at least one ELPAC Level
ELs achieving proficiency in English - <5 yrs cohort: 40% 5+ yrs cohort: 50%	Students <5 yrs cohort, 10% of ELs achieved proficiency in English. 5+ years cohort, 55% ELs achieved proficiency in English
California Assessment of Student Performance and Progress ELA: 50% Math: 67%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 48.13% Math: 65.94%
Middle school dropout rate 0.0%	Middle school dropout rate 0.0%
Benchmark Assessment Results – evaluation of student performance growth from 2nd benchmark result to 3rd benchmark result  ELA: 7% Math: 10%	Benchmark Assessment Results – evaluation of student performance growth from 2nd benchmark result to 3rd benchmark result  ELA: - 2% Math: +12%

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<b>ACTION 1</b> 1. School will continue to use formative assessments to help teachers develop goals for students, monitor progress, and adjust instructional plans throughout the year. Benchmarks will be administered with greater frequency (Illuminate, ESGI, Ellevation, etc.).	\$70,000	\$46,800

<p>2. Central office staff will support Division Heads and school staff to revise site-based assessments systems that promote a culture of revision and continuous improvement of student learning.</p> <p>3. Continue to monitor and refine information that provides real time data, reporting and dashboards.</p> <p>4. Professional development will be given to improve teacher data analysis skills. Teachers will work collaboratively to develop more individualized learning plans, set goals, monitor progress and evaluate effectiveness of instruction.</p> <p>5. 6-8 grade students who are behind will be required to go to Academic Saturday School every Saturday for the school year. There will also be tutors working with students throughout the day in addition to our intervention aides.</p> <p>6. New students entering our system along with students who are behind grade level will be required to attend an intensive Math and ELA camp during the summer. This will be taught by classroom teachers and other staff.</p> <p>7. Student data boards will be displayed in the classroom so students can track their success with the standards in both ELA and Math.</p>		
<p><b>ACTION 2</b></p> <p>Division Heads, ELD coordinator, English Learner Support Teachers, classroom teachers will continue to analyze and discuss student progress to:</p> <ul style="list-style-type: none"> <li>● Monitor the progress of English Learners (ELs) including Long Term English Learner (LTELs) and reclassified students</li> <li>● Create Newcomer program to support students that have been in the country for three years or less. Monitor and track progress with formative assessments.</li> <li>● Monthly ELAC meetings to inform families of supplemental resources that are provided to EL students. Update of outcomes</li> <li>● Determine the short and longer term needs of ELs</li> </ul> <p>Determine specific actions designed to accelerate language acquisition and learning for English Learners (ELs)</p> <ul style="list-style-type: none"> <li>● Rosetta Stone Accounts will be purchased for all students</li> </ul>	<p>\$72,000</p>	<p>\$47,522.83</p>
<p><b>ACTION 3</b></p> <p>FTE intervention teachers/ academic support staff and implement an additional five hours of professional development per semester. Maintain one academic intervention teacher/academic support staff 100 per student.</p>	<p>\$175,000</p>	<p>\$175,000</p>

<p>Service: Students that are struggling to pass with grades C and below in ELA and/or Math are provided pull-out for tutoring services up to twice a week by teacher and/or intervention aide.</p> <p>Service: One hour of tutoring is provided after school to students that are struggling to pass with grades C- and below in ELA and/or Math. Hire 3 FTE clerks to supervise lunch and after school activities in order to make intervention aides available for professional development/additional services. Hire up to 8 student tutors to help provide academic support to middle school students</p>		
<p><b>ACTION 4</b> All students will receive academic advising and assistance with college readiness.</p>	<p>\$20,000</p>	<p>\$14,800.7</p>
<p><b>ACTION 5</b> Special Education Coordinator, Special Education Teacher, and Special Education aide to support students that receive special education.</p>	<p>\$30,000</p>	<p>\$276,144</p>

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Additional funds from actions and services that were not used were put into support staff for students in the form of intervention aides as well as hiring additional staff for weekly Saturday Schools. More support staff were hired so that they could support a smaller amount of teachers and provide more service hours to students in need. With the additional funds, we were also able to add additional Saturday School dates to help students who were struggling academically and behaviorally. We were also able to take in additional students during Academic Saturday School because we had more Saturday School teachers.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenges we had were moving to virtual learning in March 2020. We had to change our academic support programs and move them to a virtual space. This included learning all new platforms, learning how to teach on Zoom, and solely relying on technology to teach our students. However, we did find many successes. Teachers were able to be trained on how to use various online platforms quickly through multiple professional development sessions.

## Goal 2

Positive School Environment, Climate, and Culture with Equity at the Core and Support for the Entire Child - provide safe and well-maintained facilities and positive learning climates and instructional practices that are culturally responsive, challenge bias, and support the academic, social, emotional, and physical needs of students.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Priority 5: Pupil Engagement

Priority 6: School Climate

Local Priorities: [Add Local Priorities Here]

### Annual Measurable Outcomes

Expected	Actual
Student Attendance Rate - 97% ADA	Student Attendance Rate - 97.53% ADA
School Climate Survey - Safety Student Survey: 83% Family Survey: 92%	School Climate Survey - Safety Student Survey: 84.5% Family Survey: 86.31%
School Climate Survey - High Expectations Family Survey: 100%	School Climate Survey - High Expectations Family Survey: 92.7%
School Climate Survey - Caring Relationships Student Survey: 80%	School Climate Survey - Caring Relationships Student Survey: 89.06%
Facilities Inspection Tool (percent at good or better) Good	Facilities Inspection Tool Good

## Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <ol style="list-style-type: none"> <li>1. Implementation and interventions between school site to focus on the physical, social, emotional and behavioral health needs of students.</li> <li>2. Restorative practices and staff professional development to ensure effective implementation will continue.</li> <li>3. Facilitate professional development for teachers</li> <li>4. Continuation of Restorative Justice Saturday School geared towards students with chronic disciplinary concerns.</li> <li>5. AIPCS I will weekly Restorative Justice Saturday Schools</li> <li>6. AIPCS I will fully implement PBIS program</li> <li>7. AIPCS I will hire a Dean of Students</li> </ol>	\$80,000	\$65,600
<p><b>Action 2</b></p> <ol style="list-style-type: none"> <li>1. The school will provide counseling, services that address student social and emotional needs.</li> </ol>	\$25,000	\$16,342.7
<p><b>Action 3</b></p> <p>The school will provide health and wellness services to students. The school will continue to implement its comprehensive wellness policy and action plan. The school will provide female hygiene products.</p>	\$7500	0
<p><b>Action 4</b></p> <ol style="list-style-type: none"> <li>1. School will hire full-time staff that would escort classes to physical education sites and escort them back to the school.</li> <li>2. Staff would secure the building during pick up time after school.</li> <li>3. School will provide safe transportation to students for sports, field trips and other school related activities.</li> <li>4. Security cameras and systems will be put up to help secure the building during and after school hours.</li> </ol>	\$75000	Action 4 = \$6035.70
<p><b>Action 5</b></p>	\$80,000	\$52,800

<p><b>School Support Staff and Resources - All Students</b></p> <ol style="list-style-type: none"> <li>1. The school will recruit, hire, and train effective clerical and support staff who promote a welcoming school climate, student attendance, and provide effective operations and support for students, parents and staff.</li> <li>2. The school will continue to provide staff with general supplies and operating expenses.</li> </ol>		
<p><b>Action 6 Healthy and Nutritious Meals - All Students</b></p> <ol style="list-style-type: none"> <li>1. The school will continue to provide resources for nutrition education and materials to promote healthy alternatives for classroom celebrations, and will work to ensure that all competitive food sales align with the wellness policy and state and federal guidelines.</li> <li>2. The school will continue its existing programs and will also add a snack program to ensure students are well-nourished and prepared to learn</li> </ol>	\$55,000	\$46,380
<p><b>Action 7</b>  <b>Attractive, Clean and Well Maintained Schools - All Students</b></p> <ul style="list-style-type: none"> <li>● The school will continue to be clean and inviting.</li> <li>● The school will continue to be well maintained and in good repair.</li> <li>● The school will continue to be provided with necessary supplies and utilities.</li> <li>● The school will continue to operate in a sustainable and environmentally responsible manner.</li> <li>● Training and updates will continue to be provided to ensure well-prepared and informed staff.</li> <li>● The school will continue to be compliant in all annual facility and safe school inspections.</li> </ul>	\$55,000	\$180,426.95
<p><b>Action 8</b></p> <ol style="list-style-type: none"> <li>1. School will fund 13 athletic coaches, one Athletic Director, an Assistant AD, and District Athletic Director.</li> <li>2. School will offer competitive/comprehensive athletic programming and cheerleading for up to (13 teams)</li> <li>3. School will purchase uniforms and sports equipment</li> </ol>	\$32,500	\$15,300

<p><b>Action 9</b></p> <ol style="list-style-type: none"> <li>1. AIPCS I will hire 1.0 FTE Art Teacher to teach art instruction to AIMS 6-8 students.</li> <li>2. AIPCS I will hire 1.0 FTE Music Teacher to teach art instruction to AIMS 6-8 students</li> <li>3. AIPCS I 6-8 will hire .2 FTE Graphic Design teacher to teach graphic design to AIMS 6-8 students.</li> <li>4. AIPCS I will purchase instruments and music related equipment for music class.</li> <li>5. AIPCS I will purchase art supplies and related equipment for art class.</li> <li>6. AIPCS I will create two Visual Performing Arts performances per academic school year</li> <li>7. AIMS 6-8 will purchase iMacs to add to existing Graphic Design Computer Lab</li> </ol>	<p>\$130,500</p>	<p>\$91,000</p>
<p><b>Action 10</b></p> <p>Students will be provided with Physical Education Uniforms and will dress out for PE.</p>	<p>\$11000</p>	<p>\$9,823</p>
<p><b>Action 11</b></p> <ol style="list-style-type: none"> <li>1. Hire one lead PE teacher</li> <li>2. Middle School PE will become the PE / Health Department and teachers will receive training to integrate subjects such as Health / Fitness; and Sex Ed. into its curriculum.</li> </ol>	<p>\$18000</p>	<p>\$0</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

For the money and actions that were not used as planned due to the pandemic, we continued to use the funds for student and teacher support. Teachers had virtual Zoom aides that would come into their classroom and use breakout rooms to help the students. We were also able to put more money into online learning programs that helped students and assess them to make sure they were not behind. We also were able to do online restorative justice Saturdays to make sure that students were still on their best behavior during their

virtual classes. We also had to allocate more funds to keeping our facilities clean and disinfected in order to keep our staff, and students safe.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Once again, our biggest challenges came when we had to move to distance learning. For our Positive Behavior Intervention system, we couldn't purchase and send prizes since everyone was at home. Our counselor would do virtual check-ins with the students in most needs. We also opened up cohort pods for students that were struggling the most. We were also able to provide 5-meal lunch kits for all families that had students that were under 18 years old.

### Goal 3

Increase rate of students who are on track for college readiness by strengthening proficiency in mathematics and English language arts/literacy.

State and/or Local Priorities addressed by this goal:

State Priorities:

**Priority 2:** State Standards (Conditions of Learning)

**Priority 4:** Pupil Achievement (Pupil Outcomes)

**Priority 7:** Course Access (Conditions of Learning)

**Local Priorities:** [Add Local Priorities Here]

### Annual Measurable Outcomes

Expected	Actual
Benchmarks ELA: 55% Math: 67%	Benchmarks ELA: 48.78% Math: 68.12%



Retention Rates	Retention Rates
California Assessment of Student ELA: 50%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 48.13%
California Assessment of Student Math: 67%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded Math: 65.94%
Intervention minutes for students receiving a C- or below in core subjects At least 60 minutes per week	Students received 60 minutes per week, minimum
Number of minutes students have computer access At least 30 minutes per week	Students received 30 minutes per week, minimum

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. The Course of Study will be updated on an annual basis to ensure continued alignment with the Common Core and English Language Development (ELD) State Standards, the Next Generation Science Standards (NGSS) and prepare students to meet the UC ‘a-g’ requirements.</p> <p>2. The school will continue to develop core content and course curriculum maps, tools, and guides, in alignment CCSS and NGSS standards and materials.</p> <p>3. Professional development and evaluation cycles will be strengthened across the school to ensure effective implementation of curriculum.</p> <p>4. School will adopt ALEKS, Standards Plus, and Schoology to supplement existing academic content.</p> <p>5. School will adopt new Science Curriculum to meet NGSS Standards</p>	\$70,000	\$45,467.84

<p>6. Using its approved classical novel reading list, AIMS 6-8 will develop ELA curriculum that meets Common Core State Standards.</p> <p>7. School will purchase class sets of approved novels for each homeroom class</p>		
<p><b>Action 2</b></p> <p>1. The school will continue to identify and provide standards-aligned instructional materials and resources.</p> <p>2. Students will attend academic field trips that are aligned with curriculum.</p>	<p>\$11,000.00</p>	<p>\$1,306.75</p>
<p><b>Action 3</b></p> <p>1. Purchase additional Chromebooks to add to and maintain the pre-existing inventory to obtain a 1:1 student to chromebook ratio</p> <p>2. Purchase 7 additional computer carts to add to and maintain the pre-existing inventory. Actions: Students will have computer instruction at a minimum of 60 minutes/week.</p>	<p>\$49,500</p>	<p>\$42,423.02</p>
<p><b>Action 4</b></p> <p>Action:</p> <p>1. Recruit 1 intervention teacher/academic support staff per 175 students.</p> <p>Service:</p> <p>2. Students that are struggling to pass with grades C- and below in ELA and/or Math are provided push-in and pull-out tutoring services up to twice a week.</p> <p>3. Students that are struggling to pass with grades C- and below in ELA and/or Math will be required to attend weekly Saturday Schools until they are at grade level</p> <p>4. One hour of tutoring is provided after school to students that are struggling to pass with grades Cand below in ELA and/or Math.</p>	<p>See 1.3</p>	<p>See 1.3</p>
<p><b>Action 5</b></p> <p>1. Teachers will effectively use student assessment data to plan intervention for those students that are not meeting the standards.</p> <p>2. Teachers will receive training on how to effectively assess student data.</p>	<p>See 1.1</p>	<p>See 1.1</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

For whatever actions and money we did not spend, that money was allocated into improving our online learning platforms. We were also able to purchase additional chromebooks for students to make sure that all of our students had a school Chromebook.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

A big success we had was being able to convert our core curriculum into online learning platforms. We were able to purchase the online versions of our textbooks. These online versions were more interactive and were a perfect fit for online learning. A challenge we discovered was that teachers were not familiar with the online versions of the curriculum, because they were trained on how to teach from the textbook. To solve this problem, we reached out to representatives from each company to come and do multiple trainings with our teachers on how to effectively use and teach using their online platforms.

## Goal 4

**Teaching and Learning Effectiveness** – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes

State Priorities:

**Priority 1:** Basic services

**Priority 2:** Implementation of state standards

### Annual Measurable Outcomes

Expected	Actual
Percentage of fully credentialed teachers 85%	Percentage of fully credentialed teachers 75%

Rate of teacher mis-assignments 0.0%	Rate of teacher mis-assignments 25%
Monthly collaboration meetings 85% of teachers will meet monthly	Monthly collaboration meetings 85% of teachers met monthly
Beginning in the 2019-20 academic school year, AIPCS II will adopt a summative teacher evaluation system that incorporates formal evaluation cycles and is based upon the CSTP standards.  Availability of standards-aligned instructional materials, students are enrolled in a broad course of study (as described in Education Code section 51210), and teachers provide instruction aligned to the California state standards, including EL access to ELD state standards.  65% of teachers will improve from the 1st observation to the 2nd formal observation.	Due to leadership transition and COVID-19, AIPCS was not able to complete the formal observation cycles to indicate teachers' performance evaluation outcomes.

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b> Acquire, Develop, and Retain Classroom Teachers, Certificated Support Personnel, and Administrators The school will continue to increase the size, stability, and quality of the teacher applicant pool through targeted outreach and support, such as:</p> <ol style="list-style-type: none"> <li>1. Recruit, develop and retain highly qualified teachers.</li> <li>2. Recruitment events hosted by colleges and universities with large percentages of minority students.</li> </ol>	\$1,013,000	\$574,270.69

<p>3. Regularly monitoring potential barriers to initial and continued employment of diverse candidates.</p> <p>4. Engaging in partnerships with other schools to promote the field of education and work toward national solutions to the teacher shortage and developing a purposeful plan to market education as a premier profession.</p>		
<p><b>Action 2</b></p> <p>1. The school will continue to collaborate with local colleges and universities to ensure effective preparation of interns and student teachers.</p> <p>2. The school will continue to provide an Induction Program for beginning teachers and interns.</p>	<p>\$30,000</p>	<p>\$1,800.00</p>
<p><b>Action 3</b></p> <p>All teachers will have the supplies needed to be able to perform in a successful educational environment All students will have all-supplies needed to be able to thrive in school. Purchase whiteboard paint for Math and Science Classrooms</p>	<p>\$80,000</p>	<p>\$11,836.09</p>

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Any additional funds from actions that were not seen through were put into teacher/staff professional development as well as new online learning platforms.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The challenge we faced was getting teachers prepared to teach online. Since the pandemic hit suddenly, we had to train teachers from the start on how to navigate the curriculum, teach effectively online, and how to use Schoology. After a few short weeks, all of the teachers were pretty versed in this. We had weekly professional development to help them throughout the year.

## Goal 5.

Parent and Community Engagement- Parents and community members are engaged and work with the school to support student learning.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 3: Parental Involvement (Engagement)

### Annual Measurable Outcomes

Expected	Actual
School Climate Survey - Safety Student Survey: 85% Family Survey: 92%	School Climate Survey - Safety Student Survey: 84.5% Family Survey:
School Climate Survey - High Expectations Family Survey: 95%	School Climate Survey - High Expectations Family Survey: 86.32%
School Climate Survey - Meaningful Participation Student Survey: 76% Family Survey: 84%	School Climate Survey - Meaningful Participation Student Survey: 80.62% Family Survey: 80.53%
School enrollment patterns - returning students for next school year 96.00%	School enrollment patterns - returning students for next school year 97%
Promoting parent participation Family Survey: 90%	Promoting parent participation Family Survey: 85.2%

### Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
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<p><b>Action 1</b></p> <p>1. Annual school family surveys will be conducted to identify strengths and areas for improvement in family engagement.</p> <p>2. School/parents/guardians will create a family engagement plan based on survey results, student academic needs, and/or identified priorities, and aligned to school goals and federal and state requirements.</p> <p>3. Parent information and training will be provided to families so they can access Parent Portal (through PowerSchool), and training and support on family technology use at home and social media to enhance and support student achievement at home.</p> <p>4. Educate parents on the Local Control and Accountability Plan (LCAP), educational systems, etc., so that parents and community partners can make informed recommendations to the various decision making groups.</p>	<p>\$1,500</p>	<p>\$11000</p>
<p><b>Action 2</b></p> <p>Translation and interpretation services will continue to be provided to facilitate effective communication, engagement, and participation for all stakeholders.</p>	<p>\$5000</p>	<p>\$3,300</p>
<p><b>Action 3</b></p> <p>1. The school will continue to improve communication strategies and structures for timely and easy access to information, support, and resources.</p> <p>2. Community partnerships to support student and family engagement and learning will continue to be cultivated, sustained, and expanded.</p> <p>3. Current, accurate, and timely communication will continue to be provided to parents/guardians regarding student learning (e.g., PowerSchool, ParentSquare, website, AIMS TV, automated calls, school and teacher communications).</p>	<p>\$6,000</p>	<p>\$4200.84</p>

<p>4. Mandatory teacher-parent conference at beginning of the school year</p> <p>5. SST - Student Success Team’s formed on an at-need basis to provide support to individual students undergoing exceptional challenges. Team consists of faculty, families, students, and administrators.</p> <p>6. Regular correspondence through memo’s, PowerSchool, ParentSquare, detention slips, and progress reports to encourage frequent communication between faculty and families.</p> <p>7. Powerschool Access is provided to families to view student academic progress.</p>		
<p><b>Action 4</b></p> <p>1. SART –The Student Attendance Review Team (SART) acts as a support team between students, parents, and schools. The main objective of the Student Attendance Review Team (SART) is to understand the reasons why students, at a site level, are not attending school and to connect students and families to school and community resources to address these absence concerns.</p> <p>2. Attendance personnel will meet with Division Heads monthly to review students that have chronic absenteeism and truancy.</p>	<p>\$40,000</p>	<p>\$59,500</p>
<p><b>Action 5</b></p> <p>1. FAC - Family Advisory Committee meets to provide general support and voice to all families.</p> <p>2. LCAP Advisory Council - LCAP Advisory Council meets to provide feedback school’s budget planning, including SSD’s</p> <p>3. ELAC – English Learner Advisory Committee meets in effort to provide support for English Language Learners and their families.</p> <p>4. Wellness committee-</p>	<p>\$5000</p>	<p>\$0.0</p>



<p><b>Action 6</b></p> <p>1. AIPCS will contract with BACR to provide after school programming to its students</p> <p>2. Parents will pay a monthly fee of \$50-\$150 per child depending on FRL eligibility</p>	<p>\$200,000</p>	<p>\$177,643.80</p>
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**Goal Analysis**

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Additional funds were used to help train staff members to conduct school operations online.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenge for this goal was not having face-to-face interactions with our parents and community members. Everything had to be online at the end of the year and we had to help parents troubleshoot as well on how to help their child virtually. We had many training sessions for parents and coached them throughout the year on how to set their computers up and help their children.

**Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

The following is the local educational agency’s (LEA’s) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

**In-Person Instructional Offerings**

**Actions Related to In-Person Instructional Offerings**

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
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Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year	\$9,216.41	\$9216.41	[N]
Classroom technology upgrades - projectors, projector brackets	\$1040.59	\$2731.25	[N]
New computers for teachers and support staff	\$10,290	\$12,029.27	[N]
Teachers and substitute teachers	\$703,839.87	\$136,266	[N]
Academic Deans/Instructional Coaches	\$100,712.04	\$25,061	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators	\$3,000.00	\$1400	[N]
Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$7000.00	\$7100	[N]
Schoology, Illuminate, ALEKS, Quill, Standards Plus, Scholastic Reading Inventory, GoGuardian - Educational Platforms	\$47,939.98	\$40,000	[N]
Attendance clerks, support staff	\$87,459.00	[\$ 0.00]	[N]
Intervention Staff Salaries	\$129,618	[\$ 0.00]	[N]
Counselor + Supplies	\$38,462	[\$ 0.00]	[N]
BACR Staff Member x 4 to supervise students who don't have adult supervision at home	\$20,000	\$30,018	[N]
The school has prepared for possible in-person learning by purchasing cleaning supplies, upgraded HVAC filters, and protection materials (including plexiglass, and PPE). Upgraded cleaning is essential for safety	\$40,000	\$43,211	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

Most of our planned expenditures going into our distance learning program closely matched what was actually spent. Through proper planning, we were able to see a robust virtual learning program where we used our funds correctly to ensure we had a thorough and successful program.

Some of the distance learning descriptions/expenditures are duplicate of the in-person instructional description/expenditures because we were unsure when students and staff would conclude distance learning and would switch to in-person instructional. We have broken down the expenditure to correspond to the percentage that was done for distance learning.

### Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

One of the biggest challenges was making sure that all teachers had what they needed in their classrooms to accommodate in-person learning within the restrictions of the Covid-19 safety plan. A lot of equipment was purchased and had to be delivered, assembled, and function properly for our reopening. The successes we saw were in how smooth everything operated and how teachers were able to make use of all of the new equipment in the classroom. Teachers were able to do live Zoom streams to students who remained virtual, use technology to broadcast students on Zoom, and create lesson plans that used integrated forms of technology.

## Distance Learning Program

### Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year	\$9,216.41	\$9,216.41	[N]
Classroom technology upgrades - projectors, projector brackets	\$1040.59	\$1,100	[N]
New computers for teachers and support staff	\$10,290	\$10,290	[N]
Teachers and substitute teachers	\$703,839.87	\$545,068	[N]

Academic Deans/Instructional Coaches	\$100,712.04	\$100,244	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators	\$5,000.00	\$5600	[N]
Services for English learners ELD support and development	\$37,023.00	\$37,023.00	[Y]
Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$7000.00	\$0.00	[N]
Schoology, Illuminate, ALEKS, Quill, Standards Plus, Scholastic Reading Inventory, GoGuardian - Educational Platforms	\$47,939.98	\$0.00	[N]
Attendance clerks, support staff	\$87,459.00	\$87,459.00	[N]
Intervention Staff Salaries	\$129,618	\$177,832.8	[N]
Counselor + Supplies	\$38,462	\$38,462	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

Most of our planned expenditures going into our distance learning program closely matched what was actually spent. Through proper planning, we were able to see a robust virtual learning program where we used our funds correctly to ensure we had a thorough and successful program.

Some of the distance learning descriptions/expenditures are duplicate of the in-person instructional description/expenditures because we were unsure when students and staff would conclude distance learning and would switch to in-person instructional. We have broken down the expenditure to correspond to the percentage that was done for distance learning.

### Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Due to the onset of COVID 19, many obstacles presented themselves for the full expenditure of funds and prevented the type of support normally provided by teachers, counselors, and staff. This made it difficult to maintain the connections in distance learning surrounding attendance and completion of work by students that are normally supported by daily in-person contact. In spite of the obstacles faced, AIPCS was successful in providing technology, instructional and staff support in order for students to be successful. Laptops and hotspots for wifi connections were provided for all students who needed them. Teachers were also supplied with all technology they needed.

**Access to Devices:** We were able to purchase hundreds of additional student Chromebooks for our students. Almost every student was able to have their own Chromebook for virtual learning. The only real challenge we had was making sure students were using our devices and not a home computer. Our devices had a program called GoGuardian that allowed the teacher to track which websites the students were visiting during learning time.

**Connectivity:** We were able to partner up with Oakland Undivided to provide students with hot spots to help them connect to the internet. The only challenge we had was through the online program called Schoology. Teachers and students would sometimes get cut off or freeze no matter how high-speed internet connection they had.

**Pupil Participation:** We had a very high attendance rate for our virtual learners. We made sure that attendance was taken every morning. Clerical staff would follow up with phone calls to parents if a child was missing from any of their classes. A challenge with pupil participation was making sure the students came back to virtual class after PE or lunch.

**Progress:** We saw great progress in most grade levels. However, some grade levels did not make that great of a progress according to benchmarks. We attribute the loss of learning to being in an online space, students being on multiple devices so they can go on sites like Youtube, etc. Gains in performance were seen with most grade levels from benchmark to benchmark but not as high as we have seen with in-person learning in previous years.

**Distance Learning Professional Development:** We continued to have PD each week. It was a lot easier to get everyone there on time and to also share. Since we had Zoom, we were able to create more detailed PD sessions that were interactive. The only challenge we saw was with people losing connection with Zoom and leaving the meetings.

**Staff Roles and Responsibilities:** Staff roles changed quite a bit during the virtual space. There were less tasks and most tasks involved being on a computer. With in-person learning, most staff members were constantly on their feet and helping to run the school. Responsibilities increased with the monitoring of students and calling the parents to make sure they were on Zoom.

Support for Pupils with Unique Needs: We were able to provide support for our SPED students and high-need students through virtual meetings. The challenges sometimes came when students wouldn't show up. The difficult part was that the students had to know how to jump from their current Zoom class to their instructional time with the SPED teacher on another Zoom link. This was hard to manage sometimes, especially with the younger grade students. echnology, training, and materials in order to deliver and meet the curriculum standard of AIMS.

## Pupil Learning Loss

### Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Illuminate Benchmark Program + ALEKS + Standards Plus + Scholastic Reading Inventory	\$18,973.97	\$18,973.97	[N]
Intervention Staff	\$129,618	\$129,618	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

Our estimated actual expenditures were pretty close to the total budgeted funds. We spent our funds on new online programs that provided rigor and assessments. We hired additional intervention staff to help with virtual learning at the start of the year. The numbers for our intervention staff actual expenditures are a little less because we had to move staff members due to the pandemic at the start of the year.

### Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

Looking at performance data, we can see there were some sorts of loss in a very few classes. Most of the classes performed well. We were able to determine this by using benchmarks and the practice SBAC interim state test. We saw successes with addressing learning loss by hiring additional staff members and purchasing new online platforms. We saw challenges in training teachers on the various platforms as everything was new to them.

## **Analysis of Mental Health and Social and Emotional Well-Being**

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

Successes included the development of courses and curriculum to provide students direct access to education about their own mental health especially given the global pandemic and shift in in person learning to distance learning. Stakeholders have reiterated the importance of addressing mental health (including the effects of trauma) so that students can fully access any academic support to be provided and fully engage in the process of learning. Additionally, successes include schedule ramping up and most students continuing services and getting into a routine of screens, and pushing through levels of discomfort to reach new and beneficial benefits from the consistency of meeting regularly ; and not having a noticeable interruption in the area of therapeutic growth for students.

Challenges included accessing all students w/ potential mental health concerns due to COVID-19 distance learning. Additionally in supporting and monitoring mental health have been the fact that in person services were moved online for most of the school year disallowing the personal eye test assessments and connections that were in place and that allows general staff mental health services to be more effective. Pivoting and social/emotional warming up to changing services to online screens and the technology set up challenges caused some delay in immediate usefulness of therapy services. Lastly, the challenge of keeping younger students less distracted to be able to focus on the therapeutic and behavioral modification/health meetings via screen w/o having aid of interacting in person and ability to utilize toy play therapy, game therapy and aspects of art therapy w/ students.

## **Analysis of Pupil and Family Engagement and Outreach**

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

We were able to have family engagement nights and meetings via Zoom. Parents were able to engage through the chat features. A challenge was getting more parents to share feedback compared to when these meetings were held in person.

## Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Research has found that food insecurity has a negative impact on academic and social emotional learning outcomes for students. Our district food service program through NSLP/SSO provides healthy meals and snacks to low-income, English language learners and/or Foster youth so that students have their basic needs met and they are able to learn. The programs provide mostly locally sourced fruits, vegetables, lunch, and afternoon snacks for low income students. Throughout the global pandemic we were able to provide meals to our student body in spite of the challenges faced by distance learning. Challenges faced were accessing all families due to limited food distribution locations and capacity to be able to offer breakfast.

## Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
N/A	Hired Instructional Aide	\$24,177.58	[\$ 0.00]	[N]
Actions Related to In-Person Instructional Offerings	Hire a School Nurse and Design a state-of the art Nurse's office	\$40,000	\$40,000	[N]

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

We were not able to hire an instructional aide to help with the lunch program. Instead, we were able to work with our afterschool program BACR to provide support for our lunch program. Administrators and clerical staff all helped to provide support as well.



## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

This year was a mix of in-person and virtual learning. We learned that we need more support staff. With the next year's LCAP, we put in extra funds to get additional support staff. Our most vulnerable students will have more aides to work with them in a small group setting.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

We are putting more emphasis on data tracking. We are looking to purchase programs that house all student data in one location. This includes benchmark scores, state test scores, reading levels, ELD levels, etc.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

For the most part, all of our planned expenditures were carried out and represented in our actuals for 2020-2021. We put on an excellent virtual program and were able to continue with a high-quality hybrid program. We have seen continued improvement with our students through virtual learning and our hybrid model.

In looking at the In Person Instructional Offering and Distance Learning Program - some of the actions and expenditure are duplicate. The reason for this is that when creating the plan the LEA was not certain when we will be returning to in person instruction.

## Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

After completing this year, we learned that we have a solid program that can be utilized to max effectiveness in the virtual classroom and in-person. However, we learned that this year has created many challenges for our students and families. The absence of peers had an impact on some of our students. For next year, we plan on getting more support and giving more support in the form of Social Emotional Learning practices and training. A year without seeing any of your classmates or teachers can also have an emotional impact. We are planning to hire an additional on-site counselor to help with this.

Through assessments, data, and class observations, we can conclude that there was some learning loss during this school year. We are planning on getting a data tracking/management system to house all of our data so teachers can readily access each student's profile to create learning plans.

Teachers have also been away from each other and have only been able to collaborate through Zoom. We are putting more emphasis on teacher collaboration and have teachers on special assignments who will help lead these sessions throughout the school year.

We found that students and teachers need additional support in the form of instructional aides. We also found out that there needs to be continued professional development throughout the year with the use of virtual/online learning platforms.

## Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

### Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

### Annual Measurable Outcomes

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

### Actions/Services

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

### Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth

students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

### **Annual Update**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.

### **Analysis of In-Person Instructional Offerings**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.

## Analysis of the Distance Learning Program

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,
  - Pupil Participation and Progress,
  - Distance Learning Professional Development,
  - Staff Roles and Responsibilities, and
  - Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.

## Analysis of Pupil Learning Loss

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.

- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

California Department of Education  
January 2021

# Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School (AIMS MS)	Riffat Akram, Head of Division	<a href="mailto:Riffat.akram@aimsk12.org">Riffat.akram@aimsk12.org</a> 510-893-8701

## Plan Summary [2021-2022]

### General Information

A description of the LEA, its schools, and its students.

AIMS College Prep Middle School (AIMS MS) is located in downtown Oakland. We serve 239 students. The school community prides itself on being family oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

#### AIMS Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post-secondary programs and become productive members of society

#### AIMS Credo The Family:

The Family: We are a family at AIM Schools

The Goal: We are always working for academic and social excellence.

The Faith: We will prosper by focusing and working toward our goals.

The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

#### AIMS Values At AIMS we value:

Excellence - Commitment to excellence in all that we do

Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable

Empathy - Recognition of dignity and worth of every human being Family and Community -

Building of family and community

Citizenship - Social awareness and justice that leads to action

Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators.

### LCAP Goals



1) **Academics & Curriculum:** We will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

2) **Instruction Development & Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

3) **Measurement of Data:** Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

4) **School Culture & Climate:** Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data

AIMS MS has shown significant improvement serving the very diverse student population. CA Dashboard for 2019 has shown the continued success in the following areas:

- 76.4 % Socioeconomically disadvantaged students, 26.7% English Learners
- 30.4 point Above standards in Math while the State average is 33.5 below standards
- 55% ELLs making progress towards English Language proficiency while the State average is 48.3%
- Above 97% attendance rate
- Met the State standards in: Academic Engagement
- only 2.4% chronic absenteeism
- Conditions & Climate - 3.5% suspension rate (declined 2.5%)
- Met Local Indicator Standards in: Teachers, Instructional Materials, Facilities
- Parent & Family Engagement
- Local Climate Surveys

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

According to literacy data and progress monitoring, it shows improvement is needed with our English Learners and Low Income students. Our 2019-2020 CAASPP unduplicated pupil data indicators show that 44% English Learners are at Standards Not Met and Standards Nearly Met in English Language Arts and 32% at Standards Not Met and Standards Nearly Met in Mathematics. This specific action is principally directed to increase interventions and a multi-tiered system of supports in order to remediate skill deficits and accelerate learning to close the

achievement gap. To address this need, these services and supports are offered within the school day, but not limited to beyond the school day. Interventions and support are targeted and uniquely designed to take into account additional and unique risk factors for English Learners, Foster Youth and Low Income students. To expand access and opportunity to academic intervention and supports to these targeted student groups, Middle School will:

Support school sites in providing multi- tiered systems of support that are designed to meet the unique needs of English Learners, Low Income students.

Additionally, an opportunity for no cost enrollment at AIMS specifically designed to provide access for Low Income and English Learner students to increase their participation in After-School Tutoring. Priority is given to English Learners, Foster Youth, and Homeless Youth. By providing no cost After School tutoring that includes the general ed teachers, and materials for intervention and enrichment specifically directed to create participation opportunities for these target groups.

Provide Response to Intervention (RTI) training and support to sites on processes and procedures. This action is designed to increase the capacity of staff to better identify and serve those struggling in reading and math, provide supplemental curriculum and materials as needed. Evidence-based instructional strategies, designed specifically to target the unique language needs for English-learners, as well as additional risk-factors faced by low- socio economic, Homeless and Foster Youth are used to support RTI programming and services. This specific action/service is principally directed towards and effective in, increasing and improving outcomes for low income, English Learners, and Foster and Homeless Youth.

The Dashboard revealed a range of ORANGE in terms of our suspension rates. Since then, we have implemented a Positive Behavior Intervention System and incorporated more restorative justice practices in daily routines and the classroom setting.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized

The LCAP serves as the school's annual work plan

For the start of the new 2021-22 LCAP Cycle, AIMS MS has identified four new goals: Academics & Curriculum, Instruction Development & Support, Measurement of Data, and School Culture & Climate.

*Academics & Curriculum:* Adopted additional supplemental curriculum in Science, ELA & History to support individualised needs .

*Instruction Development & Support:* AIMS Ms will attempt to increase teacher effectiveness by providing significant resources into highly qualified teachers, professional development, and PLCs.

*Measurement of Data:* AIMS MS will be adopting several benchmark examinations that are norm-referenced for local, statewide, and federal reporting purposes.

*School Culture and Climate:* AIMS MS will be hiring a qualified dean of students, mandatory student and family orientations regarding the AIMS Model and student conduct, an expansion of our Positive Behavior Intervention and Support Systems, and partnerships with Kaiser Permanente and All-Tied Up, a male mentoring program to help boost student self-esteem and respect for all. Finally, AIMS MS will continue to expand its School Culture and climate by promoting student activities that develop the holistic needs of each child and by teaching students how to value the intrinsic worth and human life of all individuals, regardless of their differences.

**Key themes that are evident in this LCAP supporting the four goals include:**

- A focus on making up for the loss of learning during virtual learning/COVID-19
- An emphasis on Social Emotional Learning in the classroom and training for the staff
- Community Building
- Professional Development and Teacher Collaboration
- Extra support staff in the form of intervention aides to make up for any learning losses
- Assessments and data tracking
- Family and Community Engagement
- Safe and clean facilities
- A safe environment where students can go to learn
- Equity and Access
- Knowledge of the whole child
- Student centered approaches

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### **Schools Identified**

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

### **Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### **Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

## Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Trends of discussion with stakeholders - feedback & concerns etc.

The LEA consulted, worked with, and developed plans based on the feedback from many stakeholders during the year and will continue to do so throughout the implementation of this LCAP. Administrators held meetings where they presented information about grants, expenditures, and plans to families and staff members. Family Advisory Committee meetings were held to gather stakeholder feedback and plan with their input. ELAC/DELAC meetings were also held to gather input. Annual parent and student surveys were compiled for consideration on the LCAP. Professional development and staff development days were also held to gather feedback from teachers and get input for current and future plans. The District English Learner Advisory Committee received updates and gave their input on the current ELD services.

A summary of the feedback provided by specific stakeholder groups.

- Stakeholders believed that we were allocating funds into the proper places to benefit students
- Stakeholders felt that we needed more intervention support in terms of small group instruction and pull-outs
- Stakeholders wanted more Social Emotional Learning and training because of the pandemic
- Stakeholders wanted a full-time counselor who was on-site for K-8 to help the students who were most in need
- Stakeholders felt that we handled virtual learning really well as we provided the same amount of instruction as in-person learning
- Stakeholders believed that English Learners needed more support with ELD. Need for more ELD support in intervention was expressed to support students in content subjects during the DELAC.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

For the creation of this LCAP, we took into account all of the stakeholders' feedback from our various forms of engagement. To start out with, we hired more intervention staff. AIMS MS will hire two intervention aids for each grade level, which is a lot more than before. They are going to provide small-group instruction, push in and pull out services, as well as help to assess students. Stakeholders realized that we needed more SEL in the classrooms and the training to implement it correctly. We agreed and we are setting aside money for professionals to come out and train our teachers on how to correctly implement SEL practices. To help with emotional support, we are hiring an additional counselor who will be on-site at our 12th st campus for the full day. This counselor will be responsible for working with and supporting the students with the most emotional and behavioral needs. ELD support was something that many stakeholders mentioned during our engagement meetings. In this LCAP, we outlined our plan. This includes hiring an additional ELD teacher to support, using ELA curriculum

with ELD components embedded, hiring an ELD consultant to train administrators, teachers, and look over lesson plans, and having more professional development specifically focused on how to implement ELD lessons effectively in the classroom.

We will have a teacher performing additional responsibilities to support the after school tutoring and Saturday academic school to increase the tracking of students data and accountability.

Continual support for English learners and ongoing training and development for plans to improve their development of the English language are in Goal 1 and 2.

## Goals and Actions

### Goal 1

Goal #	Description
<b>[Goal #1]</b>	<b>Academics and Curriculum:</b> We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement. Teachers that deliver high-quality instruction through the implementation of State Standards. An achievement gap exists for at-risk students, including English Learners, Foster Youths, and Low Income Subgroups.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
California Assessment of Student Performance and Progress: Mathematics	55% of all students will reach proficiency in mathematics or higher				65% of all students will reach proficiency in mathematics or higher
California Assessment of	40% of all students will reach proficiency				55% of all students will reach proficiency

Student Performance and Progress: ELA	in English Language Arts or higher				in English Language Arts or higher
California Assessment of Student Performance and Progress Science	40% of all students will reach proficiency in Science or higher				60% of all students will reach proficiency in Science or higher
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 30% Progressed at least one ELPAC Level				2023-24 50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 10%				2023-24 25% Reclassification rate

## Actions

Action #	Title	Description	Total Funds	Contributing
Action 1.1	Approved Textbooks & Core curricula materials + Curriculum Supporting Software	CDE approved textbooks and standards aligned instructional materials will ensure that students will have access to appropriate curriculum in English Language, Mathematics, Social Science, and Science, PE, and Visual Performing Arts Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time.	[\$131,841]	[Y]
Action 1.2	Schoology	Schoology Learning Management System provides a learning portal for virtual conferencing, academic work submission, student engagement, collaboration, and assessments.	[see 1.1]	[N]

Action 1.3	ALEKS Program for Middle School Students	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.	[see 1.1]	[N]
Action 1.4	Rosetta Stone for Middle School Students	To promote mastery of a second language, AIMS will provide Rosetta Stone licenses to supplement foreign language curriculum in all Foreign Language classrooms	[see 1.1]	[N]
Action 1.5	VPA Materials for Middle School Students	Additional materials and resources will be purchased to support the Visual Performing Arts Department	[see 1.1]	[N]
Action 1.6	Smart Music	Online music program	[see 1.1]	[N]
Action 1.7	iXL (ELA, Science, History)	IXL is a personalized learning platform that is proven to improve learning outcomes for all students. IXL's comprehensive K-12 curriculum, Real-Time Diagnostic, personalized guidance, and actionable Analytics work together seamlessly to give teachers everything they need to differentiate instruction and help students grow	[see 1.1]	[N]
Action 1.8	TCI Online	TCI curriculum resources and programs support the needs of students and educators with an easy-to-implement, interactive curriculum that is comprehensive and promotes blended learning methods.	[\$3500]	[N]
Action 1.9	Push Play P.E	PUSH Play P.E.'s service provides professional physical education instruction to be played virtually to students. It's an Ed-tech startup that provides access to its library of over 200 CA standards-based K-8 physical education videos.	[see 1.1]	[N]
Action 1.10	Learning Ally	Learning Ally will provide 24/7 unlimited access to over 80,000 human read audiobooks for the purposes of supporting students with reading deficits	[see 1.1]	[N]

## Goal Analysis [2021-2022]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

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## Goal 2

Goal #	Description
[Goal 2]	<b>Instruction, Development, and Support:</b> Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

An explanation of why the LEA has developed this goal.

AIMS MS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year				100% of teachers are appropriately credentialed and assigned.



Teacher misassignment	15% of teacher misassignment				0% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies				100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs				At least 90% of the staff will attend professional development when it occurs

## Actions

Action #	Title	Description	Total Funds	Contributing
Action 2.1	Administrative Staff	The Head of School, Head of Division for Academics, and Academic Dean will run the day to day operations of AIMS MS	[\$184,530]	[N]
Action 2.2	Teachers, Substitutes, and Teacher Incentives	Appropriately assigned, trained, and credentialed Teachers (including SpEd, ELD, VPA, Foreign Language) and will provide high quality instruction to all students using AIMS practices and data driven strategies. Substitute teachers will also provide temporary classroom coverage for absent teachers. School will also provide teacher bonuses and incentives for perfect attendance, and CAASPP student performances.	[\$682,000]	[Y]
Action 2.3	Professional Development for Teachers, admin & staff	Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes. In addition, Integrated and Designated ELD PD will support general ed teachers in support of ELLs. Differentiated Instruction, Modified and Adapted Curriculum for EL and SPED students, and culturally responsive pedagogy.	[\$59,835]	[Y]
Action 2.4	Intervention Aides	Instructional Aides will provide regular and equitable instructional "push-in" and "pull-out" support to students that are most in need.	[\$139,500]	[N]
Action 2.5	Administrative Assistants and Clerks	Administrative Assistants, clerks will provide promote a positive, proactive, professional, and efficient environment	[178,823.5]	[N]

Action 2.6	Teacher on Special Assignment	TSA will lead the After school tutoring and Saturday Academic School. Identify students who need academic support, recruit and monitor progress. Train teachers so all students have equitable tutoring and SAS instructions.	[\$11,000]	[N]
Action 2.7	School Supplies, Uniforms, and Instructional Materials	The school will provide all necessary resources and components to support student learning, including school supplies, uniforms, science lab, and other instructional materials.	[\$21,000]	[N]
Action 2.8	Summer School	AIMS Summer School will be held each year in July. Students who failed the AIMS Finals, benchmarks, or have grades of a C- or below will be required to attend.	[\$13,8887]	[N]
Action 2.9	OUSD SpEd Encroachment	AIMS MS contributes an annual encroachment fee of nearly \$1800 per eligible student to the Oakland Unified School District (OUSD) SELPA for SPED Services. OUSD is responsible for providing individualized education plans, resources, and services for students with disabilities to be successful in the school.	[\$449,750]	[N]

## Goal Analysis [2021-2022]

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### Goal 3

Goal #	Description
[Goal #3]	<b>Measurement of Data:</b> Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

An explanation of why the LEA has developed this goal.

Due to COVID-19 school related closures, AIMS MS will continue to analyze and assess verifiable data that is norm-referenced for reporting to the state, and our charter authorizer, as this information will help determine how best to mitigate any potential student learning loss. We will also use technology and various online programs to track student performance data, share the data, and plan with it. Our goal is to give assessments during the year to track a student’s progress throughout the year.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formative Assessment - Scholastic Math Inventory (SMI)	50% of students will be at grade the grade level proficiency				70% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	40% of students will be at grade the grade level proficiency				60 % of students will be at grade the grade level proficiency

### Actions

Action #	Title	Description	Total Funds	Contributing
Action 3.1	Scholastic Math Inventory (SMI)	Scholastic Math Inventory (SMI) 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	[see 1.1]	<b>[N]</b>

		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.		
Action 3.2	Scholastic Reading Inventory (SRI)	"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.	see 1.1	[N]
Action 3.3	District-Wide Assessment & Data Platform	<p>AIMS MS will contract with a third-party entity to to collect, analyze, and report academic data for school improvement, monitor student student progress, analyze trends, and meet local, state, and federal reporting requirements</p> <p>Monitor RFEPs for continued academic success. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement.</p> <p>The school will use formative assessments to help teachers develop goals for students, monitor progress, and adjust instructional plans throughout the year. Relevant data will be accessible and readily available for staff to use in developing plans, setting goals, monitoring progress and evaluating effectiveness.</p>	see 1.1	[N]
Action 3.4	PowerSchool Student Information System / Training Conference	Power School is a student information system (SIS) platform that houses student records and grades for local and statewide reporting. AIMS MS administrative team staff will receive training to support students and school district by gaining working knowledge of PowerSchools best practices to manage data, student test scores, develop student reports, scheduling, course management, report cards, auto communication, and support daily skill building	see 2.3	[N]
Action 3.5	Districtwide Academic Data Coordinator	AIMS MS will hire an academic coordinator to synthesize and analyze data and review student learning trends	\$33,497.00	[N]

# Goal Analysis [2021-2022]

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## Goal 4

Goal #	Description
[Goal #4]	<b>School Culture and Climate:</b> Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

An explanation of why the LEA has developed this goal.

To provide students and families with appropriate health services interventions to be healthy and be able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students. COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. Our goal is to provide a positive, safe, and comfortable environment where students and teachers only need to worry about teaching and learning. We also want to focus on positive interactions with staff and students. We want to teach students how to learn from their mistakes, interact with their peers, and build trust within the school community.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS MIS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other’s background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for students of all races.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate	95% ADA				97.5% ADA
School Survey - Question regarding Safety	Student Survey Positive Response: 80% Family Survey Positive Response: 80%				Student Survey Positive Response: 85% Family Survey Positive Response: 85%
Family Survey - Question regarding High Expectations	Family Survey Positive Response: 85%				Family Survey Positive Response: 90%
Student Survey Student - Caring Relationships	Student Survey Positive Response: 80%				Student Survey Positive Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%				< 3%
School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool				The facility receives at least a Good rating on the Facilities Inspection Tool

Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above				Positive Response of at least 75% or above
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## Actions

Action #	Title	Description	Total Funds	Contributing
Action 4.1	Healthy and Nutritious Meals - All Students Child Nutrition-Food Services NSLP/SSO	<p>Healthy and Nutritious Meals - All Students</p> <ol style="list-style-type: none"> <li>1. AIPCS will continue to implement its free-and reduced lunch program to ensure that students are well-nourished and prepared to learn. Additionally, AIPCS will continue to provide resources for nutrition education and materials to promote healthy alternatives that meet wellness policy and state and federal guidelines. \$45,000</li> <li>2. The school will continue its existing snack program to ensure students are well-nourished and prepared to learn. \$6,000</li> </ol>	\$160,637	[N]
Action 4.2	SEL PD	Social Emotional Learning Professional Development Sessions will be provided to staff so they can use these strategies in the classroom with their students	[see 2.3]	[N]
Action 4.3	SEL Counselors	Continue to receive support from our current counselor and also hire an additional on-site counselor to service K-8 students. The counselors will provide counseling services that address student social and emotional needs.	\$33,500	[N]
Action 4.4	PBIS	AIMS MS will continue to implement Positive Behavior Intervention Support (PBIS) program and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards, increase student attendance, and to maintain a low suspension rate.	[see 1.1]	[N]
Action 4.5	Assemblies, Guest Speakers	Assemblies, School / Cultural Events, & Guest Speakers provide additional events to promote a positive and diverse environment.	[see 1.1]	[N]
Action 4.6	School Nurse	AIMS MS will hire a school nurse to support student success by	[\$25,678]	[N]

		providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing the physical, mental, emotional, and social health needs, students will be supported in the learning process and poised for achievement.		
Action 4.7	Student Government Association	Student Government Association Budget (NPF) to provide opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS MS Sanctioned auxiliary Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.	[\$5,000]	[N]
Action 4.8	After School Clubs & Enrichment Programs	Afterschool Clubs & Enrichment programs through third parties and/or community partners will support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, diversity & racial awareness, and provide a safe and supportive environment for MS students.  AIMS will contract with BACR to provide after school programming to its students	[\$177,382]	[N]
Action 4.9	Restorative Justice	Restorative Justice provides collaboration and reintegration into the classroom to provide a positive and safe environment.	[\$5000]	[Y]
Action 4.10	Oakland Enrolls / Schoolmint	AIMS MS has partnered with Oakland Enrolls since its inception in 2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.	[\$10,000]	[Y]
Action 4.11	ParentSquare	Parent Square is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. Parent Square also delivers secure documents and provides translation support in Chinese and Spanish languages.	[\$1400]	[Y]
Action 4.12	Custodial Staff & Facility Maintenance	At AIMS MS, we believe that our school should continue to be clean and inviting, maintained and in good repair, and have the necessary supplies and utilities to be sustainable in an environmentally responsible manner. Custodial Staff will provide a clean and safe environment, based upon COVID-19 standards, with facilities maintained and in good repair. Ongoing staff training and updates will be provided to ensure that school staff are well-prepared and informed to remain compliant in all annual facility and safe school inspections.	[\$98,000]	[N]



Action 4.13	Athletics	The AIMS Athletic Department will provide all necessary athletic directors, coaching staff, sport uniforms, and sports equipment for healthy participation in school-wide athletic play.	[\$23,920]	[N]
Action 4.14	Community Liaison	The AIMS Community Liaison will help lead the Family Advisory Council (FAC) and will provide general support, voices, and engagement activities for all families.	[\$11,700]	[N]
Action 4.15	AIMS K-12 College Prep Charter District CMO	The AIMS District CMO covers costs associated with the office of the Superintendent, the Business Department, Operations, and Human Resources. These departments help facilitate the management of the AIMS organization.	[\$532,057]	[N]
Action 4.16	IT Services / Maintenance	AIMS MS will contract IT services to help maintain and improve our wireless and technology infrastructure	[\$5,000]	[N]
Action 4.17	Computer / School Furniture Inventory	AIMS MS will continue to maintain and exceed its ratio of 1:1 computers per student, in order to ensure a steady inventory of working computers at any given time. AIMS MS will also review and examine its existing school furniture inventory in order to maintain a clean and inviting environment within its school.	See 1.1	[N]
Action 4.18	Campus Security / Bell System Enhancements	AIMS MS will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system.	[\$2,000]	[N]

## Goal Analysis [2021-2022]

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**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [LCAP Year]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
25.83%	\$503,669

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

English Learners:

**Goal 1, Action 1.1 - Enhanced Curriculum / Instruction for English Language Learners:** Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Due to distance learning, the gap of language support opportunities has widened. Many ELs failed some content core subject classes and did not make growth in their reading lexile. 65% of English learners are still below basic in reading. Teachers and staff will be aware in the beginning of the school year that ELs need support and they can be placed in intervention right away.

**Goal 2, Action 2.2 - Teachers, Substitutes, and Teacher Incentives:** Our goal is to hire highly qualified teachers who have an EL authorization. This allows them to provide instructional services specifically to English Language Learners during the school year. This will allow students to understand the teachers' lessons that are only taught in English by using a multitude of strategies with designated and integrated ELD. We also want to help learners develop skills so that they can read, write, speak, and listen in English

**Goal 2, Action 2.3 - Integrated and Designated ELD PD:** AIMS MS will support general education teachers in support of ELLs. To ensure a high-quality academic program for English learners: . Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs. Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. Decrease the number of Long Term English Learners. Students are not reclassifying at an expected rate. Integrated and Designated ELD will need to be the main focus to help support ELs for all levels. All staff will provide professional development on EL support.

**Goal 3, Action 3.4 - District-Wide Assessment & Data Platform:** Increase the District reclassification rate for English Learners. The percentage rates of reclassification did not meet the baseline that was set for the 2019-2020 school year. The expectation was set at 25%, however, the rates came in at around 5%. Academic Intervention support will help remediate skill deficits and accelerate learning to close the achievement gap.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

To ensure a high-quality academic program for English learners: Designated ELD will be taught by an ELD teacher in collaboration with the general ed teacher to build language skills and integrated ELD to support acquisition of content knowledge. Monitor RFEPs for continued academic success . Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement. We have increased our support for professional development, curriculum development, and materials to target efforts at improving our outcomes for English learners.

Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Incorporate PLC with ELD teacher, follow up ELD professional development to ensure teachers are getting the appropriate support especially in integrated ELD.

## Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (*California Education Code [EC] 52064(e)(1)*). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (*EC 52064(e)(1)*). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC 52064(b)(4-6)*).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Stakeholder Engagement

### Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC 52064(e)(1)*). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

### Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.



- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some

metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2022–23.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22.</b>

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

**Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

**Requirements and Instructions**

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the “Increased or Improved Services” section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## For School Districts Only:

### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.



**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:**

Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.

- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All”, or by entering a specific student group or groups.
- **Increased / Improved:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

## Coversheet

### AIMS HS LCAP 2021-2022 and 2019-2020 LCAP and 2020-2021 LCAP Update

**Section:** III. Action Items  
**Item:** H. AIMS HS LCAP 2021-2022 and 2019-2020 LCAP and 2020-2021  
LCAP Update  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III.H\_AIMS HS LCAP Cvr Ltr.pdf  
III.H\_AIMS HS LCAP and LCP Update.docx (1).pdf  
III.H\_LCAP 21-22 AIMS HS.docx For Board.docx (1).pdf



## AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

California Department of Education  
January 2021

# Annual Update for Developing the 2021-22 Local Control and Accountability Plan

## Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep High School (AIMS HS)	maurice.williams@aimsk12.org	<a href="mailto:maurice.williams@aimsk12.org">maurice.williams@aimsk12.org</a> 510-893-8701

The following is the local educational agency’s (LEA’s) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

### Goal 1

Closing the Achievement Gap with High Expectations for All - All levels of the organization work to improve student achievement and close the achievement gap for all underperforming student groups.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority: 4:Pupil Achievement (Pupil Outcomes)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### Annual Measurable Outcomes

Expected	Actual
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EL Reclassification Rate 25%	5% of students reclassified in the 2020-2021 school year, from the 2019-2020 ELPAC.
ELs making at least one year's progress in learning English 50%	Our goal was to have 50% of our ELs make the annual progress on ELPAC, 25% Progressed at least one ELPAC Level
ELs achieving proficiency in English <5 years cohort: 31%; 5+ yrs cohort: 45%	Students <5 yrs cohort, 17% of ELs achieved proficiency in English. 5+ years cohort, 31% ELs achieved proficiency in English
California Assessment of Student Performance and Progress ELA: 54% Math: 55%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 59.32% Math: 62.97%
Graduation Rate 95.5%	90.79%

### Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. School will use formative assessments to help teachers develop goals for students, monitor progress, and adjust instructional plans throughout the year. Benchmarks will be administered with greater frequency (Illuminate, ESGI, Ellevation, etc.).</p> <p>2. Central office staff will support the Head of School and school staff to revise site-based</p>	\$20,000	\$27,998.35
<p><b>Action 3</b></p> <p><b>Action:</b> Increase intervention teachers/ academic support staff and implement an additional five hours of professional development per semester. One academic intervention teacher/academic support staff per 110 students.</p> <p><b>Service:</b> Students that are struggling to pass with grades Cand below in ELA and/or Math are provided pull-out tutoring services up to twice a week.</p>	\$232,000	\$1,615,491.58

<p><b>Service:</b> One hour of tutoring is provided after school to students that are struggling to pass with grades Cand below in ELA and/or Math. Students who have achieved only as high as C- or below, have an opportunity to do credit recovery to make up parts or the whole of the class either online or through summer teacher session(s).</p>		
<p><b>Action 4</b> All students will have 4-year plans that clearly articulate the courses students will complete to meet state and district graduation/'a-g' requirements, and be prepared for college.</p>	\$200,494.50	119,289.86
<p><b>Action 5</b> <b>AVID</b>, will support students with college readiness and develop the skills they need to be successful in college. <b>Peer Forward programming:</b> college readiness program <b>Debate Team</b> - Stipend for coordinator, enrollment, and transportation</p>	<p><b>AVID: \$35,000</b> <b>Debate: \$17,000</b> <b>Peer Forward:\$12,500</b></p>	\$17,500
<p><b>Action 6</b> Recruit a Special Education Coordinator to support students that receive special education.</p>	\$65,000	27000

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

[Add text here]

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenges we had were moving to virtual learning in March 2020. We had to change our academic support programs and move them to a virtual space. This included learning all new platforms, learning how to teach on Zoom, and solely relying on technology to teach our students. However, we did find many successes. Teachers were able to be trained on how to use various online platforms quickly through multiple professional development sessions.



## Goal 2

Positive School Environment, Climate, and Culture with Equity at the Core and Support for the Entire Child - provide safe and well-maintained facilities and positive learning climates and instructional practices that are culturally responsive, challenge bias, and support the academic, social, emotional, and physical needs of students.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

### Annual Measurable Outcomes

Expected	Actual
Student Attendance Rate 90% ADA	Student Attendance Rate 95.25% ADA
School Climate Survey - Safety Student Survey: 73% Family Survey: 75%	School Climate Survey - Safety Student Survey: 83.45% Family Survey: 88.38
School Climate Survey - High Expectations Family Survey: 75%	School Climate Survey - High Expectations Family Survey: 93.2
School Climate Survey - Caring Relationships Student Survey: 76%	School Climate Survey - Caring Relationships Student Survey: 87.20%
Facilities Inspection Tool (percent at good or better) Good	Facilities Inspection Tool Good

## Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b> Implementation of attendance coordination and interventions between school site to focus on the physical, social, emotional and behavioral health needs of students. Positive Behavioral Intervention and Support (PBIS) programs and staff professional development to ensure effective implementation of the program. In addition to ongoing professional development.</p>	\$25,000	\$1627.65
<p><b>Action 2</b> The school will provide counseling, services that address student social and emotional needs.</p>	\$60,000	\$28,209.21
<p><b>Action 3</b> The school will provide health and wellness services to students. The school will continue to implement its comprehensive wellness policy and action plan. The school will provide female hygiene products.</p>	\$25,000	0
<p><b>Action 4</b> School will install additional cameras and continue to operate the security monitoring system</p>	\$5,000	0
<p><b>Action 5</b> School Support Staff and Resources - All Students 1. The school will recruit, hire, and train effective clerical and support staff who promote a welcoming school climate, student attendance, and provide effective operations and support for students, parents and staff. 2. The school will continue to provide staff with general supplies and operating expenses.</p>	Support Staff: \$350,000 Supplies: \$60,000	\$642,530
<p><b>Action 6</b> 1. School will hire athletic coaches and athletic directors 2. School will offer competitive/ comprehensive athletic programming</p>	\$115,000	\$90,000

3. School will purchase uniforms and sports equipment 4. School will purchase two Automated External Defibrillators for cardiac arrest related emergencies		
<b>Action 7</b> School will have an active and robust Student Government.	\$15,000	\$5,000
<b>Action 8</b> Healthy and Nutritious Meals - All Students 1. The school will provide resources for nutrition education and materials to promote healthy alternatives for classroom celebrations, and will work to ensure that all competitive food sales align with the wellness policy and state and federal guidelines. 2. The school will start a lunch program to ensure students are well-nourished and prepared to learn.	\$131,100	\$64,431
<b>Action 9</b> AIPHS will purchase 70 new classroom desks.	\$9,000	\$110,000
<b>Action 10</b> School will provide safe transportation to students for sports, field trip and other school related activities	\$50,000	\$9,300
<b>Action 11</b> Attractive, Clean and Well Maintained Schools - All Students <ul style="list-style-type: none"> <li>● The school will continue to be clean and inviting.</li> <li>● The school will continue to be well maintained and in good repair.</li> <li>● The school will continue to be provided with necessary supplies and utilities.</li> <li>● The school will continue to operate in a sustainable and environmentally responsible manner.</li> <li>● Training and updates will continue to be provided to ensure well-prepared and informed staff.</li> <li>● The school will continue to be compliant in all annual facility and safe school inspections.</li> </ul>	\$70,000	\$193,537.14

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

For the money and actions that were not used as planned due to the pandemic, we continued to use the funds for student and teacher support. We were also able to put more money into online learning programs that helped and supported students. We also were able to do online Saturday School for students that were struggling academically. Our counselor would do virtual check-ins with the students that were in most need. We were also able to provide 5-meal lunch kits for all families that had students that were under 18 years old. We also had to allocate more funds to keeping our facilities clean and disinfected in order to keep our staff, and students safe.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Once again, our biggest challenges came when we had to move to distance learning. For our Positive Behavior Intervention system, we couldn't purchase and send prizes since everyone was at home. Our counselor would do virtual check-ins with the students in most needs. We also opened up cohort pods for students that were struggling the most. We were also able to provide 5-meal lunch kits for all families that had students that were under 18 years old.

## Goal 3

Increase rate of students who are on track for college readiness by strengthening proficiency in mathematics and English language arts/literacy.

State and/or Local Priorities addressed by this goal:

### State Priorities:

**Priority 2:** State Standards (Conditions of Learning)

**Priority 4:** Pupil Achievement (Pupil Outcomes)

**Priority 7:** Course Access (Conditions of Learning)

### Annual Measurable Outcomes

Expected	Actual
Hours of computer usage 15 hrs per week	Hours of computer usage 15+ hrs per week
Retention Rates N/A	Retention Rates N/A
California Assessment of Student Performance and Progress ELA: 55% Math: 60%	Unable to test due to COVID-19 for 2019-2020 2018-2019 Scores met or exceeded ELA: 59.32% Math: 62.97%
20% of students getting a 3 or above score in AP exams	33.16% of students getting a 3 or above score in AP exams
15% of students scoring above state average in PSAT 9	67.96 % of students scoring above state average in PSAT 9
10% of students scoring above state average in PSAT 10	60.19% of students scoring above state average in PSAT 10
% of students scoring above state average in PSAT/NMSQT	60.98% of students scoring above state average in PSAT/NMSQT
17.29% of students scoring above state average in SAT	27.38% of students scoring above state average in SAT

### Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <p>1. The Course of Study will be updated on an annual basis to ensure continued alignment with the Common Core and English Language Development (ELD) State Standards, the Next Generation Science Standards (NGSS) and prepare students to meet the UC ‘a-g’ requirements.</p> <p>2. The school will continue to develop core content and course curriculum maps, tools, and guides, in alignment CCSS and NGSS standards and materials.</p>	\$120,000	\$107,557

<p>3. Professional development and evaluation cycles will be strengthened across the school to ensure effective implementation of curriculum.</p>		
<p><b>Action 2</b>                      1. School will offer AP testing for all students enrolled in an AP class.                      2. School will pay SAT fees for all enrolled students in the 11th grade                      3. School will pay for PSAT fees for all enrolled students in the 9th and 10th graders                      4. School will pay for up to three college/university applications for our 12th graders</p>	<p>\$75,000</p>	<p>\$12,461</p>
<p><b>Action 3</b>                      The school will continue to identify and provide standards-aligned instructional materials and resources.                      Students will attend academic field trips that are aligned with curriculum.</p>	<p>\$60,000</p>	<p>See 3.1</p>
<p><b>Action 4</b>                      Purchase 120 additional Chromebooks to add to and maintain the pre-existing inventory.                      Computer Lab: Literature Comprehension, purchasing 33 desktops                      2. Continue barcode system</p>	<p>\$120,000.00</p>	<p>\$80,000</p>
<p><b>Action 5</b>                      1. School will replace pre-existing textbooks to updated AP aligned ones                      2. Maintain science classrooms with science lab technology/equipment</p>	<p>\$60,000</p>	<p>\$66,000</p>
<p><b>Action 6</b>                      1. Teachers will effectively use student assessment data to plan intervention for those students that are not meeting the standards.                      2. Teachers will receive training on how to effectively assess student data</p>	<p>\$6,000</p>	<p>\$6,000</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Any additional funds from actions that were not seen through were put into teacher/staff professional development as well as new online learning platforms.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

AIMS HS purchased additional chromebooks to exceed a 1:1 laptop to student ratio. A big success we had was being able to shift to online learning in a fairly quick timespan by placing curriculum online learning platforms such as Schoology and Zoom. We also ensured that teachers received multiple training sessions on how to effectively use and teach using their online platforms.

## Goal 4

Teaching and Learning Effectiveness – effective teaching is evident system-wide with a unifying vision that equips and empowers all stakeholders to provide optimal student learning opportunities and outcomes

State and/or Local Priorities addressed by this goal:

### State Priorities:

**State Priority 1:** Basic Services

**State Priority 2:** Implementation of State Standards

## Annual Measurable Outcomes

Expected	Actual
Percentage of fully credentialed teachers 100%	Percentage of fully credentialed teachers 65%

Rate of teacher mis-assignments 0%	Rate of teacher mis-assignments 30%
Monthly collaboration meetings 100%	Monthly collaboration meetings 100%
<p>Classroom observation rated based on TCRP framework</p> <p>Availability of standards-aligned instructional materials, students are enrolled in a broad course of study (as described in Education Code section 51210), and teachers provide instruction aligned to the California state standards, including EL access to ELD state standards.</p> <p>Beginning in the 2019-20 academic school year, AIPCS II will adopt a summative teacher evaluation system that incorporates formal evaluation cycles and is based upon the CSTP standards.</p> <p>65% of teachers will show improvement from the 1st observation to the 2nd formal observation.</p> <p>During formal observation use of standards-aligned instructional materials is evident</p>	N/A

**Actions / Services**

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b> Acquire, Develop, and Retain Classroom Teachers, Certificated Support Personnel, and Administrators The school will continue to increase the size, stability, and quality of the teacher applicant pool through targeted outreach and support, such as:</p>	\$4,000	\$4000



<ol style="list-style-type: none"> <li>1. Recruitment events hosted by colleges and universities with large percentages of minority students.</li> <li>2. Regularly monitoring potential barriers to initial and continued employment of diverse candidates.</li> <li>3. Engaging in partnerships with other schools to promote the field of education and work toward national solutions to the teacher shortage and developing a purposeful plan to market education as a premier profession.</li> </ol>		
<p><b>Action 2</b> Develop Capacity of Beginning Teachers and Teachers in Need of Support - All Students</p> <ol style="list-style-type: none"> <li>1. Recruit, develop and retain highly qualified teachers.</li> <li>2. The school will continue to collaborate with local colleges and universities to ensure effective preparation of interns and student teachers.</li> <li>3. The school will continue to provide an Induction Program for beginning teachers and interns.</li> </ol>	[See 3.1	\$1800
<p><b>Action 3</b> All teachers must attend an off-campus workshop/ professional development on targeted subjects.</p>	See 3.1	See 3.1
<p><b>Action 4</b> All teachers will have the supplies needed to be able to perform in a successful educational environment All students will have all of the supplies needed to be able to thrive in school.</p>	\$95,000	\$71,000

**Goal Analysis**

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Any additional funds from actions that were not seen through were put into teacher/staff professional development as well as new online learning platforms.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The challenge we faced was getting teachers prepared to teach online. Since the pandemic hit suddenly, we had to train teachers from the start on how to navigate the curriculum, teach effectively online, and how to use Schoology. After a few short weeks, all of the teachers were pretty versed in this. We had weekly professional development to help them throughout the year. Additionally, the AIMS District designed a new evaluation system that was based upon the California Standards for the Teaching Profession (CSTP). This evaluation cycle could not be completed, due to our rapid shift to distance learning.

## Goal 5

Parent and Community Engagement -Parents and community members are engaged and work with the school to support student learning.

State and/or Local Priorities addressed by this goal:

### State Priorities:

**Priority 3:** Parental Involvement (Engagement)

### Annual Measurable Outcomes

Expected	Actual
School Climate Survey- Safety Student Survey: 75.29% Family Survey: 89.74%	School Climate Survey- Safety Student Survey: 83.45% Family Survey: 88.38%
School Climate Survey- High Expectations Family Survey: 84.61%	School Climate Survey- High Expectations Family Survey: 93.2%
School Climate Survey- Meaningful Participation Student Survey: 62.35% Family Survey: 65.38%	School Climate Survey- Meaningful Participation Student Survey: 80.94 Family Survey: 82.87%
Promoting parent participation: 66.66%	Promoting parent participation: 84.8%

## Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
<p><b>Action 1</b></p> <ol style="list-style-type: none"> <li>1. Annual school family surveys will be conducted to identify strengths and areas for improvement in family engagement.</li> <li>2. School/parents/guardians will create a family engagement plan based on survey results, student academic needs, and/or identified priorities, and aligned to school goals and federal and state requirements.</li> <li>3. Parent information and training will be provided to families so they can access Parent Portal (through PowerSchool), and training and support on family</li> <li>4. Educate parents on the Local Control and Accountability Plan (LCAP), educational systems, etc., so that parents and community partners can make informed recommendations to the various decision making groups.technology use at home and social media to enhance and support student achievement at home.</li> </ol>	\$7,000	\$7000
<p><b>Action 2</b></p> <p>Translation and interpretation services will continue to be provided to facilitate effective communication, engagement, and participation for all stakeholders.</p>	\$8,000	\$8000
<p><b>Action 3</b></p> <ol style="list-style-type: none"> <li>1. The school will continue to improve communication strategies and structures for timely and easy access to information, support, and resources.</li> <li>2. Community partnerships to support student and family engagement and learning will continue to be cultivated, sustained, and expanded.</li> <li>3. Current, accurate, and timely communication will continue to be provided to parents/guardians regarding student ParentSquare, website, AIMS TV, automated calls, school and teacher communications).</li> <li>4. Mandatory parent meetings at the beginning of each year</li> </ol>	\$15,000	\$15000

<p><b>5.</b> SST - Student Success Team’s formed on an at-need basis to provide support to individual students undergoing exceptional challenges. Team consists of faculty, families, students, and administrators.</p> <p><b>6.</b> Regular correspondence through memo’s, PowerSchool, ParentSquare, detention slips, and progress reports to encourage frequent communication between faculty and families.</p> <p><b>7.</b> Powerschool Access is provided to families to view student academic progress</p>		
<p><b>Action 4</b></p> <p><b>1.</b> SART –The Student Attendance Review Team (SART) acts as a support team between students, parents, and schools. The main objective of the Student Attendance Review Team (SART) is to understand the reasons why students, at a site level, are not attending school and to connect students and families to school and community resources to address these absence concerns.</p>	\$100,000	\$100,000
<p><b>Action 5</b></p> <p><b>1.</b> FAC - Family Advisory Committee meets to provide general support and voice to all families.</p> <p><b>2.</b> SSC - School Site Council meets to provide input in school’s planning, including SSD’s.</p> <p><b>3.</b> ELAC – English Learner Advisory Committee meets in an effort to provide support for English Language Learners and their families.</p> <p><b>4.</b> Wellness committee</p>	\$3,000	0

**Goal Analysis**

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Additional funds were used to help train staff members to conduct school operations online.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The greatest challenge for this goal was not having face-to-face interactions with our parents and community members. Everything was shifted online at the end of the year and we had to help parents troubleshoot as well on how to help their child virtually. We held many training sessions for parents and coached them throughout the year on how to set their computers up and help their children.

## Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency’s (LEA’s) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

### In-Person Instructional Offerings

#### Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year	\$15,000	[\$49,304]	[N]
Classroom technology upgrades - TV, TV Cart, ChromeCast, Projectors	\$25,000	[\$ 0.00]	[N]
Teachers and substitute teachers	\$1,700,000	[\$3,225,229.40]	[N]
Academic Deans/Instructional Coaches	\$120,000	[\$377,612]	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators	\$30,000	[\$16,490]	[N]
Services for English learners ELD support and development	\$175,000	[\$170,625]	[Y]
Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$65,000	[\$3,381.22]	[N]
Schoology, Illuminate, ALEKS, Quill, Scholastic Reading Inventory, GoGuardian, - Educational Platforms	\$20,000	[\$60,636]	[N]

Intervention Aides, attendance clerks, support staff	\$690,000	[\$608,739]	[N]
The school has prepared for possible in-person learning by purchasing cleaning supplies, and protection materials (including plexiglass, and PPE).	\$100,000	[\$90,601.07]	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

At the onset, school leaders were unable to determine the precise moment in which school would reopen for in-person learning, if at all. For these reasons, both the In-Person and Distance Learning proposals represent identical costs. Furthermore, given that Distance Learning and In-Person learning involves duplicate costs, it is more beneficial to view this proposal as one goal with similar actions that cover both in-person and distance learning. The following is a rationale for the discrepancies in total budgeted funds and estimated actual expenditures:

1.1 Distance Learning - Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year: Existing teacher laptops were insufficient and needed additional updates. Additional iMacs were purchased in classrooms for VPA / Art classes and AP examinations.

1.3: Distance Learning - Teachers and Substitute Teachers: Total anticipated costs for Teacher salaries, benefits, teacher bonuses, and all 4000 object codes (except capitalized) for books and supplies, and CMO fees is \$3225229.40

1.4: Costs including Academic Coaches, Head of Division and Head of School are \$377,612

1.5: Profession development costs were lower than anticipated, due to COVID-19 school related closures.

1.6: Distance Learning Services for ELD: Costs associated with ELD IA, ELD Teacher, and Coordinator was \$170,625

1.8: Additional programs and resources were needed in order to accommodate distance learning, as well as our supplemental materials that were required for AP classes.

1.9: In Person intervention Aides, Attendance Clerks and support staff: While additional staff transitions occurred throughout the school year, \$608,739 reflects the costs of all IA, support staff, and coordinators.

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

Overcoming the challenges of online instruction and lack of personal interactions with classroom

## Distance Learning Program

### Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Student Chromebooks, computer refresh, internet hotspot purchases, and ongoing internet services in 2020-21 school year	\$15,000	(See 1.1)	[N]
Classroom technology upgrades - TV, TV Cart, ChromeCast, Projectors, Webcameras, Wireless Headsets	\$25,000	[\$ 0.00]	[N]
Teachers and substitute teachers	\$1,700,000	[See 1.3]	[N]
Academic Deans/Instructional Coaches	\$120,000	(See 1.4)	[N]
Professional development for teachers, lead teacher, classified support staff, and administrators	\$20,000	(See 1.5)	[N]
Services for English learners ELD support and development	\$175,000	(See 1.6)	[Y]
Stakeholder engagement - Resources assigned for parent engagement distance meetings and webinar workshops - PowerSchool - Student information system and ParentSquare and Ringcentral	\$65,000	(See 1.7)	[N]
Schoology, Illuminate, ALEKS, Quill, Standards Plus, Scholastic Reading Inventory, GoGuardian - Educational Platforms	\$20,000	(See 1.8)	[N]
Instructional Aides	\$220,000	(See 1.9)	[N]
Art Supplies	\$12,000	\$5,000	[N]
Attendance clerks, support staff	\$470,000	(See 1.9)	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

Some of the distance learning descriptions/expenditures are duplicate of the in-person instructional description/expenditures because we were unsure when students and staff would conclude distance learning and would switch to in-person instructional. We have broken down the expenditure to correspond to the percentage that was done for distance learning.

### Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Like Goal 1, school leaders were unable to determine the precise moment in which school would reopen for in-person learning, if at all. For these reasons, Distance Learning proposals represent identical costs. The following is a rationale for the discrepancies in total budgeted funds and estimated actual expenditures:

2.11: Distance Learning Attendance Clerks and Support staff: Costs should be added to 2.09.

Due to COVID 19, many obstacles presented themselves for the full expenditure of funds and prevented the type of support normally provided by teachers, counselors, and staff. This made it difficult to maintain the connections in distance learning surrounding attendance and completion of work by students that are normally supported by daily in-person contact. In spite of the obstacles faced, AIPHS was successful in providing technology, instructional and staff support in order for students to be successful. Laptops and hotspots for wifi connections were provided for all students who needed them. Teachers were also supplied with all technology, training, and materials in order to deliver and meet the curriculum standard of the AIMS mission to prepare students for entry into 4-year universities. Additionally, AIPHS continued to support students w/ access to PreAP, AP and community college courses.

### Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Academic Saturday School	\$20,000	[\$ 10,000]	[N]

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.



During the 2020-21 Academic School year, AIMS shifted its academic Saturday School to online during distance learning. During the return to in-person learning, students were given the option to attend in person or virtual Saturday School. Unfortunately, virtual Saturday school is difficult to track, as there is a lack of student engagement as students are completing their assignments.

## Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

AIMS HS administration remains committed to ensure a 100% course passage rate for all students. However, due to distance learning many student cohorts experienced learning loss, especially at the Freshman Level. For example, during the first semester of the school year, AIMS HS had nearly a 83% course instance passage rate (2482/2992), which means that at least 17% of our students failed at least one course, which is a significant increase from previous years. The courses with the highest percentage of failures included our foreign language / elective courses, freshman Geometry and Freshman English. For these reasons, AIMS began it's credit recovery options for all students at the start of the 2nd semester and is planning to create a Freshman advisory class, in which students learn time management, note taking, and key study skills to help them succeed in high school and beyond.

Among our successes however, out of 445 students, 350 (78.65%) earned placement on AIMS HS Honor Rolls / Honorable Mention during the S1 of the 2020-21 academic school year. Additionally, 97.7% of AIMS HS students enrolled in our AIMS U College pathways program (225) received passing grades in their Dual Enrollment Classes during the first semester of the AIMS U College Pathways program.

## Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

Successes included the development of courses and curriculum to provide students direct access to education about their own mental health especially given the global pandemic and shift in in person learning to distance learning. Stakeholders have reiterated the importance of addressing mental health (including the effects of trauma) so that students can fully access any academic support to be provided and fully engage in the process of learning. For these reasons, AIMS HS purchased the book *'Mental Health 101 for Teens'* for all students, staff and families to access. AIMS HS also used these books to hold Mental Health Friday classroom engagements. Additionally, successes include schedule ramping up and most students continuing services and getting into a routine of screens, and pushing through levels of discomfort to reach new and beneficial benefits from the consistency of meeting regularly; and not having a noticeable interruption in the area of therapeutic growth for students. AIMS HS also partnered with Kaiser Permanente to provide

Mental Health awareness assemblies to all students. Challenges included accessing all students w/ potential mental health concerns due to COVID-19 distance learning. Additionally in supporting and monitoring mental health have been the fact that in person services were moved online for most of the school year disallowing the personal eye test assessments and connections that were in place and that allows general staff mental health services to be more effective. Pivoting and social/emotional warming up to changing services to online screens and the technology set up challenges caused some delay in immediate usefulness of therapy services.

## **Analysis of Pupil and Family Engagement and Outreach**

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

With the increased ParentSquare usage rate, there is evidence to suggest that pupil and family engagement and outreach was more successful than at any time in AIMS HS's history. Daily calls were made to all AIMS HS and incoming AIMS HS students to confirm their Fall Enrollment for the school year; Multiple Summer ParentSquare and Email Communications from AIMS Staff Regarding Upcoming School Year / '19-'20 School Year Highlights; Required Summer Novel Readings for all AIMS HS students (students stopped by campus to pick up summer reading materials over the summer); Required Math ALEKS for all incoming AIMS students; Held 8 parent engagement meetings and 4 student orientations (one per grade level); Parent meetings were held in Mandarin only and Spanish breakout rooms; Held Junior / Senior and Freshman / Sophomore drive-in pickups of school supplies, textbooks, and class shirts; Multiple student engagements to complete Dual-Enrollment forms for AIMS U College Pathways Programs. In addition, parents received calls daily regarding student attendance and nearly 100 students and families attended in person campus engagements that were sponsored by the SGA in the spring. Additionally, one key asset was utilizing ParentSquare to send secure documents, such as Progress Reports and transcripts, which resulted in significant cost savings and ease of use to all AIMS families.

## **Analysis of School Nutrition**

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Research has found that food insecurity has a negative impact on academic and social emotional learning outcomes for students. Our district food service program through NSLP/SSO provides healthy meals and snacks to low-income, English language learners and/or Foster youth so that students have their basic needs met and they are able to learn. The programs provide mostly locally sourced fruits, vegetables, lunch, and afternoon snacks for low income students. Throughout the global pandemic we were able to provide meals to

our student body in spite of the challenges faced by distance learning. Challenges faced were accessing all families due to limited food distribution locations and capacity to be able to offer breakfast.

## Additional Actions and Plan Requirements

### Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Actions Related to In-Person Instructional Offerings	Hire a School Nurse and Design a state-of the art Nurse's office	\$110,000	[\$ 15,000.00]	[N]
Actions Related to In-Person Instructional Offerings	Washer and Dryer Piping, Electrical, and Installation	\$15,000	[\$ 0.00]	[N]

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

AIMS HS budgeted for the costs for a 1.0 FTE nurse over the duration of an entire academic year. However, the nurse did not begin employment at AIMS HS until after students were permitted to return to campus for in-person learning in April 2021. Additionally, given Lakeview Elementary's age, the school site in which AIMS HS has a short-term lease, we were unable to locate a suitable place within the school to accommodate both the water and electrical capacity for the proposed Washer and Dryer. Additionally, we are unwilling to pay for the additional structural changes and repairs at the Lakeview campus for both the washer and dryer, without a long-term deal.

## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

We learned that it was important to ensure that our technology reserves were in order, just in case we needed to quickly shift to virtual learning. Additionally, our shift to a reliable learning management system like schoology ensures us that virtual learning can occur with

instructional materials, grading and feedback, and direct teacher access occurring under one platform. An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

**Goal 1, Action 1 - Enhanced Curriculum / Instruction for English Language Learners:** Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Due to distance learning, the gap of language support opportunities has widened. Many ELs failed some content core subject classes and did not make growth in their reading lexile. 65% of English learners are still below basic in reading. Teachers and staff will be aware in the beginning of the school year that ELs need support and they can be placed in intervention right away.

**Goal 1, Action 6 - Acellus Online Learning Accelerator** will help provide supplemental education and credit recovery options to all students. The Acellus learning management system contains video-based lessons with cutting-edge technology to accelerate learning, elevate standardized test scores, and reduce dropout rates

**Goal 2, Action 2.4 - Integrated and Designated ELD PD:** AIMS HS will support general ed teachers in support of ELLs. To ensure a high-quality academic program for English learners: There are 4 ELD Courses that are provided to enhance Designated ELD to build language skills and integrated ELD to support acquisition of content knowledge. Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELS Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. Decrease the number of Long Term English Learners. Students are not reclassifying at an expected rate. Integrated and Designated ELD will need to be the main focus to help support ELs for all levels. All staff will provide professional development on EL support.

**Goal 2, Action 2.5 - Bilingual Instructional Aides:** AIMS HS will provide regular and equitable instructional "push-in" and "pull-out" support to students that are most in need. Four Bilingual Administrative Assistants will promote a positive, proactive, professional, and efficient environment.

**Goal 2, Action 2.7 - Academic Saturday School, Student Tutors, and Summer Credit Recovery:** Student Tutors and Staff will help AIMS HS students during Academic Saturday School and as needed. Summer school credit recovery will also be for students that earn a C- or below in core classes

Goal 2, Action 11

**Goal 3, Action 3.4 - District-Wide Assessment & Data Platform:** Increase the District reclassification rate for English Learners. The percentage rates of reclassification did not meet the baseline that was set for the 2019-2020 school year. The expectation was

set at 25%, however, the rates came in at around 5 %. Academic Intervention support will help remediate skill deficits and accelerate learning to close the achievement gap.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

In looking at the In Person Instructional Offering and Distance Learning Program - the actions and expenditure are duplicate. The reason for this is that when creating the plan the LEA was not certain when we will be returning to in person instruction.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

In shaping the 2021-24 LCAP, the AIMS HS Community believes that it is important to have clearly defined goals that are easily measurable without financial overlap. This will allow the AIMS HS community to better monitor the progress of each LCAP goal and action. Current guidance suggests that schools will reopen fully for in-person learning in the fall. For these reasons, AIMS learned that it was important to ensure that our technology reserves were in order, just in case we needed to quickly shift to virtual learning. Additionally, our shift to a reliable learning management system like schoology ensures us that virtual learning can occur with instructional materials, grading and feedback, and direct teacher access occurring under one platform. Finally, because we are unable to fully gauge the long term effects of any potential learning loss, it is important to examine our teaching practices, better track our academic data, and provide increased support to our most vulnerable students in need.

## **Instructions: Introduction**

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## **Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year**

### **Annual Update**

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

### **Annual Measurable Outcomes**

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

### **Actions/Services**

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

### **Goal Analysis**

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth

students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–2Annual Update**

### **1 Learning Continuity and Attendance Plan**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

#### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.

#### **Analysis of In-Person Instructional Offerings**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

#### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.

## Analysis of the Distance Learning Program

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,
  - Pupil Participation and Progress,
  - Distance Learning Professional Development,
  - Staff Roles and Responsibilities, and
  - Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.

## Analysis of Pupil Learning Loss

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.



## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.

- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

California Department of Education  
January 2021

# Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

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

## Plan Summary [2021-2022]

### General Information

A description of the LEA, its schools, and its students.

AIMS College Prep High School is located in the heart of Lake Merritt, Oakland. We serve 443 students. The school community prides itself on being family oriented. The overarching goal is college and career readiness for all students and joint stakeholder strategic planning through the annual local control process aligns our resources and actions to serve our students in pursuit of this goal.

#### AIMS Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post- secondary programs and become productive members of society

#### AIMS Values At AIMS we value:

- Excellence - Commitment to excellence in all that we do
- Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable
- Empathy - Recognition of dignity and worth of every human being Family and Community
- Citizenship - Social awareness and justice that leads to action
- Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators.

#### LCAP Goals

1) **Academics & Curriculum:** We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

- 2) **Instruction Development & Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.
- 3) **Measurement of Data:** Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.
- 4) **School Culture & Climate:** Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

AIMS HS earned the highest CAASPP math scores among all public high schools in Oakland during the 2018-19 academic school year. With a score of 63% standards met or exceeded, AIMS HS scored nearly five times higher than the Oakland Unified School District (OUSD) (13%) and nearly doubled the state's percentage of 32% students that met or exceeded the 11th Grade Math standards. In ELA, AIMS HS scored 59% standards met or exceeded, which is nearly double OUSD's (30%) and the state's (51%.) AIMS HS's economically disadvantaged Students and ethnic subgroups consistently met or exceeded standards at rates higher than OUSD and the state in most categories. AIMS HS aspires to have a 97% attendance rate, as Chronic Absenteeism is linked to low academic performance and high dropout rates. Our rates outperforms OUSD and State averages.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

While AIMS prides itself on maintaining a 100% A-G graduation rate for its students, AIMS HS's cohort graduation rate was listed at 80% during the 2018-19 academic school year, which was lower than the state average. For these reasons, AIMS HS has increased its overall offerings by adding programs such as the AIMS U College Pathways program, new core elective classes, and expanding our clubs and organizations in an effort to increase student retention and overall satisfaction with school. This has resulted in increased student retention (from 260 students - 445 students since 2016) and increases in the numbers of AIMS HS graduates (from 29 students to 95 students since 2016.) As of the 2019-20 academic school year, AIMS HS's graduation rate increased to 90%.

While school-wide ELA economically disadvantaged students score higher than the state and are nearly twice OUSD averages, AIMS HS is taking steps to improve its overall scores, particularly among its African American and LatinX subgroup populations. AIMS has hired a highly qualified Head of Academics, increased the frequency of ELA benchmark assessments, provided increased AP workshop training for teachers, and will hire an additional academic counselor to help provide academic support and guidance to at-risk students.

During the 2018-19 academic school year, AIMS HS held a 5.1% schoolwide suspension rate, and an African-American suspension rate of 10.83%. AIMS HS's suspension rates were disproportionately impacted, due to our small demographic of African-American students. Since, AIMS HS's schoolwide suspension rate fell to 0.9% during the 2019-20 academic school year and declined to a 1% African-American Suspension Rates. AIMS HS contributes this steep decline to the hiring for a qualified dean of students, mandatory student and family orientations regarding the AIMS Model and student conduct, an expansion of our Positive Behavior Intervention and Support Systems, and partnerships with Kaiser Permanente and All-Tied Up, a male mentoring program to help boost student self-esteem and respect for all.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

For the start of the new 2021-22 LCAP Cycle, AIMS HS has identified four new goals: Academics & Curriculum, Instruction Development & Support, Measurement of Data, and School Culture & Climate.

Under Academics & Curriculum, one key action features attempts to adopt a new AP curriculum across several grade spans and provide textbooks for our AIMS U College Pathways program. Second, among others, AIMS HS will attempt to increase teacher effectiveness by providing significant resources into highly qualified teachers, professional development, academic coaching, and funding to pay for 100% of all SAT/ ACT and AP student examinations. Third, AIMS is supporting Measurement of Data by adopting several benchmark examinations that are norm-referenced for local, statewide, and federal reporting purposes. Finally, AIMS HS will continue to expand its School Culture and climate by promoting student activities that develop the holistic needs of each child and by teaching students how to value the intrinsic worth and human life of all individuals, regardless of their differences.

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

AIMS College Prep High School

### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

LCAP Engagement meetings were held with all AIMS HS Staff and Teachers, Parents, and the Student Government Association. For constituency groups that were unable to attend these engagement meetings, all stakeholders were provided with an opportunity to provide their suggestions via survey.

The District English Learner Advisory Committee received updates and gave their input on the current ELD services.

A summary of the feedback provided by specific stakeholder groups.

Among the key feedback among teacher stakeholder groups, teachers desired to see more AP professional development and teacher led-professional development opportunities; a bootcamp for incoming students to help mitigate learning loss; a district-wide data analyst to help analyze benchmark and assessment data, and an expansion of the Arts Department, to include Drama or the Pep Band. Teachers also expressed a need to reduce the number of LCAP goals to make them more streamlined and palatable for all.

Similarly, like teachers, some parents expressed a desire to form a state of the Art Visual Performing Arts Program, and include a greater variety of non-athletic activities, like cheerleading or Pep Band.

Students aspired to have an increased variety in the school dress code, and wanted highly qualified teachers to better prepare them for the AP exam; and a faster explicit teacher training on how to communicate and deal with teenage students. Lastly, a significant number of students expressed a desire to improve the cleanliness of campus bathroom facilities.

More ELD support in intervention was expressed to support students in content subjects during the DELAC.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

A description of the aspects of the LCAP that were influenced by stakeholder input are as follows:

Teachers - Creation of a Freshman Advisory Class to help with study skills; Expansion of Arts Department to include Yearbook, and Pep Band, Increases in Science Lab Materials to support STEM students; Dedicated member of the community to help analyze AIMS data with essential progress checkpoints; increased cultural activities

Parents - Increase Visual Performing Arts Department to include Yearbook, and Drama. Formation of the Pep Band and Cheerleading will help create a better variety of student involvement and interest into school culture and climate.

Students - Clean restroom facilities, new AP textbooks, increased teacher professional development to help relate to students, e.g. culturally responsive pedagogy particularly within the field of STEM, increased campus-wide on-campus activities.

# Goals and Actions

## Goal 1

Goal #	Description
[Goal #1]	<b>Academics and Curriculum:</b> We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

An explanation of why the LEA has developed this goal.

By strengthening our commitment to Academics and Instruction, teachers and students will receive appropriately assigned instructional materials that are based upon the standards and facilitate student learning and achievement.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 25% Progressed at least one ELPAC Level				2023-24 45%-50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 5%				2023-24 <10% Growth over Baseline
Percentage of High School Graduates Eligible for the California State Biliteracy Seal	< 10%				> 20%
The percentage of students who have passed an Advanced Placement (AP) examination with a	30% students who have passed an Advanced Placement (AP) examination				2023-24 40% students who have passed an Advanced Placement (AP) examination

score of three or higher.	with a score of three or higher.				with a score of three or higher
The percentage of students scoring above state average in SAT	25% percentage of students scoring above state average in SAT				40% percentage of students scoring above state average in SAT

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Textbooks and Supplemental Curriculum	<p>New AP Collegeboard approved textbooks and standards aligned instructional materials will ensure that students will have access to appropriate curriculum in English Language, Mathematics, Social Science, and Science, PE, Visual Performing Arts, SPED and ELD.</p> <p>Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time</p>	\$142,513.00	<b>[Y]</b>
1.2	AIMS U College Pathways	The AIMS U College Pathways programs provides students with dual-enrollment Peralta Community College opportunities in the Pre-Business, Pre-Design/Engineering, Pre-Law, and Pre-Medical Fields. AIMS will support all HS students in the AIMS U College Pathways program by purchasing their dual-enrollment textbooks.	See 1.1	<b>[N]</b>
1.3	ALEKS Math	ALEKS is an AI generated math resource that 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.	\$5,000.00	<b>[N]</b>
1.4	Rosetta Stone	To promote mastery of a second language, AIMS will provide Rosetta Stone licenses to supplement foreign language curriculum in all Foreign Language classrooms	\$0	<b>[N]</b>



1.5	Learning Ally	Learning Ally will provide 24/7 unlimited access to over 80,000 human read audiobooks for the purposes of supporting students with reading deficits (Purchased during 2019-20 Academic School Year)	\$0	[N]
1.6	Acellus Learning Accelerator	Acellus Online Learning Accelerator will help provide supplemental education and credit recovery options to all students. The Acellus learning management system contains video-based lessons with cutting-edge technology to accelerate learning, elevate standardized test scores, and reduce dropout rates	\$16,250.00	[N]
1.7	Visual Performing Arts Department Resources	Additional materials and resources will be purchased to support the Visual Performing Arts Department	\$10,000.00	[N]

### Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of how effective the specific actions were in making progress toward the goal.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

### Goal 2

Goal #	Description
[Goal 2]	<b>Instruction, Development, and Support:</b> Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

An explanation of why the LEA has developed this goal.

Since the 2019-20 academic school year, AIMS HS has shifted towards a significant need in increasing teacher retention, by increasing the salary scale from 5-10 years, providing a \$5K per year renewable bonus for all teachers that remain the entire school year, AP performance bonuses, new evaluation processes, and various teacher awards and incentives. Additionally, AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year				100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment				0% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies				100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs				At least 90% of the staff will attend professional development when it occurs

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrative Staff	The Head of School, Head of Division for Academics, and Academic Dean will run the day to day operations of AIMS College Prep High School (AIMS HS).	\$403,320.00	<b>[N]</b>
2.2	Teachers, Substitutes, and Teacher Incentives	Appropriately assigned, trained, and credentialed Teachers (including SPED and ELD) and will provide high quality instruction	\$1,736,080.00	<b>[Y]</b>

		to all students using AIMS practices and data driven strategies. Substitute teachers will also provide temporary classroom coverage for absent teachers. AIMS HS will also provide teacher bonuses and incentives for Hard to Fill Positions, Math / Science teachers, AP performance bonuses, perfect attendance, and CAASPP student performances.		
2.3	School Supplies, Uniforms, and Instructional Materials	The school will provide all necessary resources and components to support student learning, including school supplies, uniforms, science lab, and other instructional materials.	\$100,000	<b>[N]</b>
2.4	Professional Development	Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes. In addition, Integrated and Designated ELD PD will support general ed teachers in support of ELLs. Identified areas of development include AP instruction, Bloom's Taxonomy, Differentiated Instruction, Modified and Adapted Curriculum for EL and SPED students, and culturally responsive pedagogy. Additional PD opportunities will be provided by STEM 4 Real, which 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.	\$41,950.00	<b>[Y]</b>
2.5	Bilingual Instructional Aides / Administrative Assistants	Two Bilingual Instructional Aides will provide regular and equitable instructional "push-in" and "pull-out" support to students that are most in need. Four Bilingual Administrative Assistants will provide promote a positive, proactive, professional, and efficient environment	\$448,380.00	<b>[Y]</b>
2.6	Academic Counseling / College Bound Kids	Hire 1.5 FTE Education coordinators, and 1 FTE academic counselor to provide academic counseling, support student retention, matriculation, A-G+ completion rates, and college readiness and attainment	\$270,000.00	<b>[N]</b>
2.7	Academic Saturday School, Student Tutors, and Summer Credit Recovery	Student Tutors and Staff will help AIMS HS students during Academic Saturday School and as needed. Summer school credit recovery will also be for students that earn a C- or below in core classes. These actions will better help mitigate student learning loss	\$88,000.00	<b>[N]</b>
2.8	Funding for AP, SAT/ACT, and PSAT Examinations For All AIMS HS Students	As part of the AIMS Model, and as a matter of equity, AIMS will pay for all AP, SAT / ACT, and PSAT examinations of our students	\$140,000.00	<b>[N]</b>

2.9	Innovation and Design Thinking Intern	AIMS HS will partner with UC Berkeley to recruit a College Intern for the purposes of providing Innovation and Design Thinking classroom strategies to Freshmen students	\$40,520.00	[N]
2.10	OUSD SPED Encroachment Fee	AIMS HS contributes an annual encroachment fee of nearly \$1800 per eligible student to the Oakland Unified School District (OUSD) SELPA for SPED Services. OUSD is responsible for providing individualized education plans, resources, and services for students with disabilities to be successful in the school.	\$596,640.00	[N]
2.11	Academic Coach / AP & SAT/ACT Consultants	AIMS HS will contract an Academic Coach to provide mentoring, guidance, support, and professional development to developing AIMS HS teachers. AIMS HS will also contract consultants to review AP and SAT/ACT practices in order to promote exposure and enrollment in a greater range of 4-year colleges and universities	\$60,000.00	[N]
2.12	SGA Leadership & Yearbook Teachers	To help expand the VPA performing arts department, AIMS HS will hire SGA Leadership and Yearbook teachers to teach during B periods.	\$17,518	[N]
2.13	Freshman Advisory Class	To help mitigate learning loss, all incoming freshmen will take a required semester-long advisory class to help bolster their study-skills, such as time-management, note-taking, citing sources, and organization.	See 2.2	[N]

## Goal Analysis [2021-2022]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of how effective the specific actions were in making progress toward the goal.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

### Goal 3

Goal #	Description
[Goal #3]	<b>Measurement of Data:</b> Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators.

An explanation of why the LEA has developed this goal.

In light of COVID-19 school related closures, AIMS HS must have verifiable data that is norm-referenced for reporting to the state and our charter authorizer, as this information will help determine how best to mitigate any potential student learning loss.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formative Assessment Scholastic Math Inventory (SMI)	50.0% of students will be at grade the grade level proficiency				70.0% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	50.0% of students will be at grade the grade level proficiency				70.0% of students will be at grade the grade level proficiency
California Assessment of Student Performance and Progress Mathematics	63% of 11th grade students will reach proficiency in mathematics				70% of 11th grade students will reach proficiency in mathematics
California Assessment of Student Performance and Progress ELA	59% of 11th grade students will reach proficiency in English Language Arts				65% of 11th grade students will reach proficiency in English Language Arts

California Assessment of Student Performance and Progress Science	29.32% of all students will reach proficiency in Science				50% of all students will reach proficiency in Science
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## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Districtwide Academic Data Coordinator	AIMS HS will hire an academic coordinator to synthesize and analyze data and review student learning trends	\$33,497.00	<b>[N]</b>
3.2	Schoology Learning Management System	Schoology Learning Management System provides district learning portal for virtual conferencing, academic work submission, student engagement, collaboration, and assessments (2-Year Contract)	\$10,000.00	<b>[N]</b>
3.3	PowerSchool Student Information System / Training Conference	Power School is a student information system (SIS) platform that houses student records and grades for local and statewide reporting. AIMS HS Coordinators and counseling team staff will receive training to support students and school district by gaining working knowledge of PowerSchools best practices to manage data, student test scores, develop student reports, scheduling, course management, report cards, auto communication, and support daily skill building	\$11,484.00	<b>[N]</b>
3.4	District-Wide Assessment & Data Platform	AIMS HS will contract with a third-party entity to collect, analyze, and report academic data for school improvement, monitor student progress, analyze trends, and meet local, state, and federal reporting requirements  Monitor RFEPs for continued academic success. Monitor progress to strengthen implementation in assessments and intervention. (Benchmark, ELPAC and SBAC) ensuring efficient and effective classroom/course and intervention placement.	\$15,000	<b>[Y]</b>
3.5	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	\$14,597.00	<b>[N]</b>

		actionable teaching strategies for each student. Proficiency levels dictate Statewide assessment trajectory. (5-Year Contract)		
3.6	HMH Scholastic Reading Inventory	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)"	\$14,877.00	[N]
3.7	Quill Writing	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)	\$4,500.00	[N]

## Goal Analysis [2021-2022]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of how effective the specific actions were in making progress toward the goal.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

## Goal 4

Goal #	Description
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**[Goal #4]**

**School Culture and Climate:** Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action.

An explanation of why the LEA has developed this goal.

Since the 2016-17 academic school year, AIMS HS has experienced nearly a 71% increase in its student population, primarily due to increased programmatic offerings (Athletics, Clubs & Organizations) and student and parent willingness to attend AIMS HS. Nevertheless, COVID-19 has reminded us that the holistic needs of students (particularly mental health) must be taken into account in order to facilitate student and community success. To provide students and families with appropriate health services interventions to be healthy and able to learn. These services are principally directed and are an effective use of funds, targeting our unduplicated students.

With the rise of racial/ethnic violence spreading throughout the Bay Area, we at AIMS HS want to show that we are doing more than just providing verbal support. Through our practices in restorative justice, we have developed and will continue to practice using community circles. We find that this is the best way for students to create dialogue, learn about each other's background, cultures, and mannerisms. Our goal is for everyone to talk about these issues head on and to learn to build friendships by discussing the current issues as well as their feelings. Teaching students to learn to accept others for who they are is one of the main goals which is rooted in Goal 4. As for students who have been victims or witnessed acts of violence because of their skin color or race, we will have an on-site counselor who will be there for emotional support. We want to make a stand and teach students to love thy neighbor. We want to show that the classroom is a safe space for all students.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Rate	96.0% ADA				97.0% ADA
School Survey - Question regarding Safety	Student Response : 80% Family Response: 80%				Student Response : 85% Family Response: 85%
Family Survey - Question regarding High Expectations	Family Response: 85%				Family Response: 90%
Student Survey Student - Caring Relationships	Student Survey Response: 80%				Student Survey Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%				< 3%



School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool				The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive response of at least 70% or above				Positive Response of at least 75% or above

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	AIMS K-12 College Prep Charter District CMO	The AIMS District CMO covers costs associated with the office of the Superintendent, the Business Department, Operations, and Human Resources. These departments help facilitate the management of the AIMS organization.	\$892,683	[N]
4.2	Education Coordinator for Student Affairs	The Education Coordinator for Student Affairs serves as the point person for school culture, student discipline and student activities at AIMS College Prep High School.	\$90,000	[N]
4.3	Socioemotional Counselor	The AIMS District Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health.	\$31,000	[N]
4.4	School Nurse	The AIMS HS school nurse will help to provide basic COVID-19 assessment, support student success by providing health care through assessment, intervention, and follow-up for all children within the school setting. By addressing the physical, mental, emotional, and social health needs, students will be supported in the learning process and poised for achievement.	\$95,000	[N]
4.5	Parent Coordinator	The AIMS Parent Coordinator helps lead the Family Advisory Council (FAC) and provides general support, voices, and engagement activities for all families.	\$30,400	[N]

4.6	Healthy and Nutritious Meals, Child Nutrition & Food Services (NSLP/SSO)	AIMS HS will continue to implement its free-and reduced lunch program to ensure that students are well-nourished and prepared to learn. Additionally, AIMS HS will continue to provide resources for nutrition education and materials to promote healthy alternatives that meet wellness policy and state and federal guidelines.	\$65,000	<b>[N]</b>
4.7	Custodial Staff & Facility Maintenance	At AIMS HS, we believe that our school should continue to be clean and inviting, maintained and in good repair, and have the necessary supplies and utilities to be sustainable in an environmentally responsible manner. Custodial Staff will provide a clean and safe environment, based upon COVID-19 standards, with facilities maintained and in good repair. Ongoing staff training and updates will be provided to ensure that school staff are well-prepared and informed to remain compliant in all annual facility and safe school inspections.	\$160,000	<b>[N]</b>
4.8	Positive Behavior Intervention Support / Restorative Justice	AIMS HS will continue to implement Positive Behavior Intervention Support (PBIS) program and incentives to provide access to social/emotional curriculum, encourage positive behavior through student rewards. Together, with restorative justice practices, PBIS will help increase student attendance, maintain a low suspension rate, and promote a safe and positive learning environment.	\$15,000.00	<b>[N]</b>
4.9	Student Government Association	Student Government Association Budget (NPF) to provide opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS HS Sanctioned auxiliary Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.	\$10,000.00	<b>[N]</b>
4.10	College Application Scholarships	As a matter of equity, AIMS HS will pay for 3-4 colleges per student to ensure our mission of 100% college/university acceptance rates	\$26,000.00	<b>[N]</b>
4.11	AIMS Athletic Department	The purpose of the AIMS Athletic Department is to aid in the academic, emotional, mental, and physical development of our scholar-athletes through the promotion of teamwork, leadership, sportsmanship, and organized athletic competition. In addition to its 9 existing sports (Cross Country, Boys and Girls Volleyball, Boys and Girls Soccer, Boys and Girls Volleyball, Badminton, and Swimming) the AIMS athletics department will be expanded to include cheerleading and a pep band.	\$170,000	<b>[N]</b>
4.12	Oakland Enrolls / Schoolmint	AIMS HS has partnered with Oakland Enrolls since its inception in	\$10,000	<b>[N]</b>

		2016, which empowers Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, transparent, and equitable.		
4.13	ParentSquare	ParentSquare is an online digital communication tool that combines multiple communication streams (email, text, robocall) into one easy-to-use interface for families and staff. Parent Square also delivers secure documents and provides translation support in Chinese and Spanish languages.	\$2,200	[N]
4.14	Public Transportation Support to Vulnerable Student Populations	AIMS will provide support to its most vulnerable student populations (low-income, homeless, foster care, etc.) by providing public transportation passes (clipper cards).	\$5,000	[N]
4.15	IT Services / Maintenance	AIMS HS will contract IT services to help maintain and improve our wireless and technology infrastructure	\$10,000	[N]
4.16	Computer / School Furniture Inventory	AIMS HS will continue to maintain and exceed its ratio of 1:1 computers per student, in order to ensure a steady inventory of working computers at any given time. AIMS HS will also review and examine its existing school furniture inventory in order to maintain a clean and inviting environment within its school.	\$80,178	[N]
4.17	Campus Security / Bell System Enhancements	AIMS HS will commit to additional campus security enhancements, including the installation of additional security cameras and software, and enhancements to our digital bell system.	\$15,000	[N]

## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

An analysis of 2021-22 goals will occur during the 2022-23 cycle update.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [LCAP Year]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
22.17%	\$932,072

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

As of the 2020-21 academic school year, nearly 17% of AIMS HS student population consists of English Learners, nearly a 30% increase since the start of the 2017-2018 academic school year. While AIMS HS’s EL population reclassifies at rates higher than the state and OUSD average, AIMS HS is specifically including actions to help improve the services of our AIMS English learners:

**Goal 1, Action 1.1 - Enhanced Curriculum / Instruction for English Language Learners:** Enhance and modify curriculum and instruction to ensure English Learners have access to CCSS and ELD Standards. This enhancement will be improved professional development and support for instructional staff, and increased planning time to incorporate ELD standards into integrated instructional time. Due to distance learning, the gap of language support opportunities has widened. Many ELs failed some content core subject classes and did not make growth in their reading lexile. 65% of English learners are still below basic in reading. Teachers and staff will be aware in the beginning of the school year that ELs need support and they can be placed in intervention right away.

**Goal 2, Action 2.4 - Integrated and Designated ELD PD:** AIMS HS will support general ed teachers in support of ELLs. To ensure a high-quality academic program for English learners: There are 4 ELD Courses that are provided to enhance Designated ELD to build language skills and integrated ELD to support acquisition of content knowledge. Professional development to understand and differentiate instruction based on the specific needs of newcomer ELs and students who could become LTELs Professional learning on strategies for students who are English learners addressing their language and academic needs. Monitor progress to strengthen implementation in assessments and intervention. Decrease the number of Long Term English Learners. Students are not reclassifying at an expected rate. Integrated and Designated ELD will need to be the main focus to help support ELs for all levels. All staff will provide professional development on EL support.

**Goal 2, Action 2.5 - Bilingual Instructional Aides:** AIMS HS will provide regular and equitable instructional "push-in" and "pull-out" support to students that are most in need. Four Bilingual Administrative Assistants will promote a positive, proactive, professional, and efficient environment.

**Goal 3, Action 3.4 - District-Wide Assessment & Data Platform:** Increase the District reclassification rate for English Learners. The percentage rates of reclassification did not meet the baseline that was set for the 2019-2020 school year. The expectation was set at 25%, however, the rates came in at around 5 %. Academic Intervention support will help remediate skill deficits and accelerate learning to close the achievement gap.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

To ensure a high-quality academic program for English learners, the ELD program will continue to enhance the PD for integrated and designated ELD. The ELD teacher will collaborate with general education teachers to improve the performance of ELs in AP Courses.

There will be bilingual aides who will provide the appropriate support for all levels of English Learners.

The Enhanced Curriculum / Instruction for English Language Learners will help support teachers with EL strategies to implement in Integrated ELD and in Designated ELD.

With the District Wide Assessment and Data Platform in place; teachers, admins, stakeholders, etc. will be able to progress monitor all students including English Learners. Tracking and placing students in intervention would be more efficient. Data will be easier to monitor and struggling students can be identified sooner for intervention. Reclassification rates can be expected to rise with the implementation of Action 3.4.

## Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).

- o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.



# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Stakeholder Engagement

### Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC 52064(e)(1)*). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statutes and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

### Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some

metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2021–22.</b>	Enter information in this box when completing the LCAP for <b>2022–23.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25.</b> Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22.</b>

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

**Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

**Requirements and Instructions**

This section must be completed for each LCAP year.



When developing the LCAP in year 2 or year 3, copy the “Increased or Improved Services” section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions to continue into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## For School Districts Only:

### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:**

Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.

- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All”, or by entering a specific student group or groups.
- **Increased / Improved:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

# Coversheet

## AIMS HS 2021-22 School Plan For Student Achievement

**Section:** III. Action Items  
**Item:** I. AIMS HS 2021-22 School Plan For Student Achievement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III.I\_Cover Letter BoD Template - AIMS HS 2021-22 SPSA.pdf  
III.I\_AIMS HS LCAP Advisory Council Meeting (6.10.21) Minutes.pdf  
III.I\_AIMS HS Title IV Proposal - VPA Materials (2020-21 FY).pdf  
III.I\_AIMS HS Title I Proposal - iPads (2020-21 FY).pdf



## AIMS Board of Directors Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

School Year: 2021-22

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
AIMS College Prep High School	016125901118560765	June 10, 2021	[Add Local Board Approval date here]

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Targeted Support and Improvement

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This plan was developed using an analysis of data from the California School Dashboard.

## Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

This SPSA plan was developed with the input of various stakeholders. School staff and parents worked together throughout the year. Parents of English Language Learners also contributed to this plan.

LCAP Advisory Committee  
 DELAC (District Language Advisory Committee)  
 AIMS K-12 School Board

AIMS HS  
 Title I \$107,163 - Instructional Aide; Teacher Bonuses and Incentives  
 Title II \$14,502 - Professional Development  
 Title III \$4,021 - ELD MOU  
 Title IV \$10,000 - VPA Expenditures



## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

## Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

### Goal 1

**Academics and Curriculum:** We we will commit to academic excellence by ensuring that all students receive Data-Driven Instruction and curriculum in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS,) other California State Standards (ELD, Social Studies, World Languages, Visual Performing Arts).

#### Identified Need

Our largest performance gap is seen in the scores of our second language learners and students who are new to the AIMS school system. Expenditures have been allocated for increasing our ELD program by providing professional development in Integrated and Designated ELD. Tutoring, and intervention support have been funded to help students new to the AIMS system. To enhance the ELD program, a consultant has been contracted to help evaluate best practices.

#### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
EL Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 5%	2021-22 Baseline English Learner Reclassification rate 6%
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 25% Progressed at least one ELPAC Level	2021-22 ELPAC Year, 27% Progressed at least one ELPAC Level
Teachers Fully Credentialed	85% of teachers will be credentialed during the school year	90% of teachers will be credentialed during the school year
Teacher Misassignments	15% of teacher misassignment	10% of teacher misassignment
Percent of Students Passing AP Exams with AP Score of 3+	33%	35%

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

#### Strategy/Activity

ELD Coordinator will continue to analyze and discuss students progress to:  
 Monitor the progress of English Learners (ELs) including Long Term English Learner (LTELs) and reclassified students  
 Create a Newcomer program to support students that have been in the country for three years or less. Monitor and track progress with formative assessments.  
 Rosetta Stone Accounts will be purchased for newcomers.  
 Hold DELAC/ELAC meetings to inform families of supplemental resources that are provided to EL students. Evaluate the effectiveness of the current ELD program.  
 Students will use a pilot Reading Program along with intervention activity to improve reading lexile by one level.  
 ELD Instructional Aide will be hired to support english learner students.  
 Hire test examiners for ELPAC and other assessments  
 Funds set aside for parent engagement meetings.

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Teacher incentives for high performance / hard to fill positions

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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\$107,163 \$4,021	Federal - Title I, Part A Federal - Title III
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## Goal 2

**Instruction, Development, and Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

### Identified Need

All Teachers

### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Monthly Professional Development meetings	90%	95%
Teachers will show improvement from 1st teachers evaluation raw score to 2nd teacher evaluation raw score.	80%	85%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Increased teacher professional development, particularly in Advanced Placement Courses and in student Mental Health. To assist with this strategy, teacher planning time, and other opportunities for collaboration will be scheduled on a regular and on-going basis to support teachers throughout their career. Collaborative planning time will be provided for teachers to share best practices with their colleagues, cultivate mentoring relationships with new teachers, analyze student data among all students within the grade level they teach, and plan core curriculum.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

School Plan for Student Achievement| Page 4 of 4

Amount(s)	Source(s)
\$15,218	Federal - Title II

### Goal 3

Provide appropriate instructional materials to all, particularly within the Visual Performing Arts Department

#### Identified Need

All Students

#### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Visual Performing Arts Showcases	1	2 per year

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

#### Strategy/Activity 1

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

##### Strategy/Activity

Provide appropriate instruments, art supplies, or materials for Drama Theater showcases

##### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$10,000	Federal - Title IV

### Annual Review

SPSA Year Reviewed:2019–20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Our strategies are targeted to meet the needs of improved learning for all students and subsets of students who demonstrate the need for additional support in each of the following categories of goal 1- 3. Our strategies are targeted to meet the needs of improved learning for all students and subsets of students who demonstrate the need for additional support.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

COVID - 19 resulted in many differences including the ability to show expected improvement data. State testing is permitted during the Spring 2021 and we will await to see data trends, especially as it relates to learning loss. While strategies for blended learning had been used all year, the shift from 100% online still required adaptation to serve all students as well as had been done in person. Some resources shifted to those that decided to come in person to form a hybrid model, and to support current and future online video conferences. There have also been planning and resourcing in preparation for daily cleaning and sanitizing of the school site for occupation by staff and students when that becomes an option.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Again, the most significant changes have to do with the from 100% online for semester 1 of 2020-2021 to hybrid during semester 2. Preparations are underway for the shift back to in person learning including the determination of the significant areas of learning loss among grade spans or demographic sub-groups.

## Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

### Budget Summary

#### DESCRIPTION

#### AMOUNT

Total Funds Provided to the School Through the Consolidated Application

\$135,686

Total Federal Funds Provided to the School from the LEA for CSI

[N/A]

Total Funds Budgeted for Strategies to Meet the Goals in the SPSA

\$135,686

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Federal Child Nutrition Programs	51,170
All Other Federal Revenue, inc Facilities Incentive Grants program	132,212
ESSER 1	37,514
ESSER II	187,287

Subtotal of additional federal funds included for this school: \$ [408,183]

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
LCFF for all grades; state aid portion	3,447,719
LCFF for all grades; EPA portion	491,213
In-Lieu of Property Taxes, all grades	1,000,605
State Food Revenue	3,558
Lottery	59,708
Restricted Lottery	19,504
Mandate Block Grant	18,657
In Person Instruction	147,901
Extended Learning Opportunity	272,818
Interest	330
Student Lunch Revenue	2,967
Foundation Grants	9,546
Student Body (ASB) Fundraising Revenue	10,000
School Site Fundraising	50,000

Subtotal of state or local funds included for this school: \$ [5,534,252]

Total of federal, state, and/or local funds for this school: \$[6,059,423]

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC 65001*, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

### Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and

School Plan for Student Achievement Instructions| Page 2 of 6



tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA-and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

## Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

### Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

### Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the

expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

### Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total*

*allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## **Budget Summary**

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:

- A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.
- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
  - 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
  - 1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  - 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.
- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  1. Ensure that those students' difficulties are identified on a timely basis; and
  2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. *EC* sections 6400 et. seq.

## Appendix B:

### Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.



## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

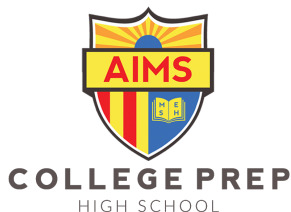
**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019



**AIMS HS LCAP Advisory Council Meeting  
Thursday, June 10 @ 7PM**

**Zoom Link:** [https://us02web.zoom.us/j/88981159682?  
pwd=WkxIUHpabWIBSnN2WGpPTIBqVFNDZz09](https://us02web.zoom.us/j/88981159682?pwd=WkxIUHpabWIBSnN2WGpPTIBqVFNDZz09)

**I. Call to Order:**

Maurice Williams called the meeting to order at 7:03pm. Agenda was shared with all participants. Mr Williams went over the agenda with the participants. Julia Li served as secretary.

**II. Public Comments:**

There were no public comments.

**III. Communications**

Welcome: Mr Williams spoke about the purpose of the meeting and welcomed all participants.

**IV. Reports**

**A. Presentation of Approved 2021-22 Learning Continuity Plan**

A copy of the Learning Plan was shared before the meeting. A summary of the plan was discussed.

New AP Collegeboard textbooks will be purchased to be aligned AP standards. AIMS will continue to use supplemental resources to provide individualized resources for students such as ALEKS, Acellus, Rosetta Stone, and Learning Ally. Student tutors will be hired that have shown academic excellence to help their peers. Additional materials and resources will be purchased to support the visual performing arts department including cheerleading and pep band.

There were no questions from participants.

**V. Old Business**

**VI. New Business**

**A. [ACTION ITEM] 2020-21 Title I Funding: iPads for Science Classrooms**

The proposed plan was discussed. The funding would go towards iPads, iPad carts and software to enhance instructions in the science classrooms.

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Julia Li', written over a horizontal line.

Date: \_\_\_\_\_

June 11, 2021



There were no questions from participants. Alicia Winbush made the motion to approve this funding. Ida Swanson second the motion. Motion passed by voice vote (Viva Voce). There were no objections.

**B. [ACTION ITEM] 2020-21 Title IV Funding: Supplies for VPA Classes**

The proposed plan was discussed. Supplies for the visual and performing arts department would provide additional opportunities for students to enhance their skills. Part of the funding would allow cheerleading and pep band to begin next school year. There were no questions from participants. Alicia Winbush made the motion to approve this funding. Ida Swanson second the motion. Motion passed by voice vote (Viva Voce). There were no objections.

**C. [ACTION ITEM] 2021-22 AIMS HS SPSA**

The proposed plan was discussed. Mr Williams explained that SPSA is federally funded. Local governing body is required before the money can be spent. The funds have to be approved, then be added to the LCAP.

The floor was open for questions from the participants. Maurice Williams made the motion to approve this proposal. Ida Swanson so moved, Maria Santiago second the motion. Motion passed by voice vote (Viva Voce). There were no objections.

**D. [ACTION ITEM] 2021-22 AIMS HS LCAP**

The proposed plan was discussed. The purpose of LCAP was discussed. LCAP engagement meetings were reviewed.

The floor was open for questions from the participants. Maurice Williams made the motion to approve this proposal. Latalya Parrish so moved, Ida Swanson second the motion. Motion passed by voice vote (Viva Voce). There were no objections.

## VII. Announcements

## VIII. Adjournment

The meeting was adjourned at 8:15pm

Signature: 

Date: June 11, 2021



# AIMS Board of Directors Meeting Item Cover Letter

Item: iPads for AIMS HS Science Classrooms

Presented By: Maurice Williams

### Staff Recommendation:

During Thursday, June 10's AIMS HS LCAP Advisory Committee Meeting, it was recommended that all remaining Title I funds for the 2020-21 FY be allocated to purchase iPads, iPad Cases, and Keypads for Science classrooms (47 total.) It was also recommended that JAMF be utilized to provide iPad application management and security for these devices.

Committee Approval: No Finance Committee

Total Associated Cost: 24293.59

Included in Budget? Yes

Funding Source: Title I Funds

Over/Under Budget?

N/A

Amount Over/Under Budget?

N/A

Included in LCAP? Yes

Which LCAP?

Will be included in 2020-2021 LCAP

# Title I: Proposal to fund remaining Title I funds to purchase iPads, iPad Carts, and an iPad Management Device System.



- **Approximate remaining money in AIMS HS Title I Funds: Between \$23,000-\$26,000**
- Approximate total number of iPads Purchased (40-50)
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- iPad Management Device System is needed to bulk install applications and for security purposes.
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**From:** Alexander Lee alexander.lee@aimsk12.org  
**Subject:** Fwd: Apple Quotation for AMERICAN INDIAN MODEL SCHOOLS : 2210214608  
**Date:** May 7, 2021 at 11:28 AM  
**To:** Maurice Williams Jr maurice.williams@aimsk12.org



Mr. Williams,

Here is one quote from our Apple rep and of course this is from Naomi, the rep we mentioned in the meeting.

**Alexander Lee**

*Administrative Assistant*



**AIMS K-12 College Prep Charter District**  
 171 12th Street, Oakland, CA 94607

E alexander.lee@aimsk12.org  
 O 510-893-8701  
 C 510-414-0637

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From: **Apple Business Team** <ncosman@apple.com>  
 Date: Fri, May 7, 2021 at 7:35 AM  
 Subject: Apple Quotation for AMERICAN INDIAN MODEL SCHOOLS : 2210214608  
 To: <alexander.lee@aimsk12.org>

## Apple Inc. Education Price Quote

<b>Customer:</b>	Alexander Lee AMERICAN INDIAN MODEL SCHOOLS Phone: 510-893-8701 email: <a href="mailto:alexander.lee@aimsk12.org">alexander.lee@aimsk12.org</a>	<b>Apple Inc:</b>	Naomi Cosman 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-737-2192289 email: <a href="mailto:ncosman@apple.com">ncosman@apple.com</a>
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**Apple Quote:** 2210214608

**Quote Date:** Friday, May 07, 2021

**Quote Valid Until:** Sunday, June 06, 2021

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

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Part Number: BRAR2LL/A

**10.2-inch iPad Wi-Fi 32GB – Silver**  
Part Number: MYLA2LL/A  
Quantity: 7

**2-Year AppleCare+ for Schools – iPad 8th Gen. no service fees**  
Part Number: S7830LL/A  
Quantity: 7

**Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th and 8th generation) – Blue**  
Part Number: HNMA2ZM/A  
Quantity: 7

<b>Edu List Price Total</b>	<b>\$19,913.65</b>
- eWaste Fee / Recycling Fee	\$188.00
- Additional Tax	\$0.00
- Estimated Tax	\$1,715.94
- Total Tax	\$1,715.94
<b>Extended Total Price*</b>	<b>\$21,817.59</b>

\*In most cases Extended Total Price does not include Sales Tax

\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

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  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
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Document rev 10.6.1

Date of last revision – June 20th, 2016

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Quote # Q-357361  
 Created Date 6/10/2021  
 Expiration Date 6/23/2021



Prepared By Mike Thompson Account Name American Indian Model Schools  
 Quote Contact Mike Thompson  
 Owner Email mike.thompson@jamf.com  
 Phone +16124180080

Bill To Name American Indian Model Schools Ship To Name American Indian Model Schools  
 Bill To 171 12th St. Ship To 171 12th St.  
 Oakland, CA 94607 Oakland, CA 94607  
 United States United States

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Total Price USD 2,476.00

**Terms & Conditions**

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Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	Services	Specifications for any Services quoted are located on Jamf's website.
Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit PO's to JAMF Software, LLC with the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.	JumpStarts	JumpStart and Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.
Payment Terms	Net 30	Governing Law	In case of a conflict between any terms located on the Jamf website and the applicable License Agreement, the applicable License Agreement shall govern.

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Created Date 6/10/2021  
Expiration Date 6/23/2021



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## AIMS Board of Directors Meeting Item Cover Letter

Item: iPads for AIMS HS Science Classrooms

Presented By: Maurice Williams

### Staff Recommendation:

During Thursday, June 10's AIMS HS LCAP Advisory Committee Meeting, it was recommended that all remaining Title I funds for the 2020-21 FY be allocated to purchase iPads, iPad Cases, and Keypads for Science classrooms (47 total.) It was also recommended that JAMF be utilized to provide iPad application management and security for these devices.

Committee Approval: No Finance Committee

Total Associated Cost: 24293.59

Included in Budget? Yes

Funding Source: Title I Funds

Over/Under Budget?

N/A

Amount Over/Under Budget?

N/A

Included in LCAP? Yes

Which LCAP?

Will be included in 2020-2021 LCAP

# Title I: Proposal to fund remaining Title I funds to purchase iPads, iPad Carts, and an iPad Management Device System.



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Document rev 10.6.1

Date of last revision – June 20th, 2016

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Quote # Q-357361  
 Created Date 6/10/2021  
 Expiration Date 6/23/2021



Prepared By Mike Thompson Account Name American Indian Model Schools  
 Quote Contact Mike Thompson  
 Owner Email mike.thompson@jamf.com  
 Phone +16124180080

Bill To Name American Indian Model Schools Ship To Name American Indian Model Schools  
 Bill To 171 12th St. Ship To 171 12th St.  
 Oakland, CA 94607 Oakland, CA 94607  
 United States United States

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Total Price USD 2,476.00

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