AIMS K-12 College Prep Charter District

AIMS Finance Committee Meeting

Date and Time

Thursday October 14, 2021 at 7:00 AM PDT

Location

Join Zoom Meeting
https://us02web.zoom.us/j/86176542888?pwd=K2t4TS8yNXlLaW9kMWM1clM3Rjk2dz09

Meeting ID: 861 7654 2888
Passcode: 587454
One tap mobile
+16699006833,,86176542888#,,,,*587454# US (San Jose)
+12532158782,,86176542888#,,,,*587454# 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: 861 7654 2888
Passcode: 587454
Find your local number: https://us02web.zoom.us/u/kRLZqyzkX

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public

meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting. **All comments and questions should be entered into the chat feature of the Zoom meeting.**

Join Zoom Meeting

Meeting ID: 861 7654 2888
Passcode: 587454

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 AM**
	Opening Items			
	A. Call the Meeting to Order			
	B. Record Attendance and Guests			1 m
	C. Adoption of the Agenda	Vote	Chris Edington	2 m
	The Finance Committee will consider adopting the September 16, 2021 Finance Committee Agenda.			
	D. Approval of the Minutes	Approve Minutes	Chris Edington	1 m
	The Finance Committee will consider approving the September 16, 2021 Finance Committee Meeting minutes.			
	Approve minutes for AIMS Finance Committee Meeting on September 16, 2021			
	E. Public Comment on Non-Agenda Items			4 m
	Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The			

		Purpose	Presenter	Time

Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

Submit public comment

F. Public Comment on Agenda Items — 4 m

Public Comment on Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

Submit Public Comment

II. Non-Action Items

III. Action Items — 7:12 AM

A. ESSER III Plan for American Indian Public Charter School II — Vote — Maryetta Golden & Riffat Akram — 3 m

The Finance Committee with consider approving the ESSER III Plan for American Indian Public Charter School II

B. ESSER III Plan for AIMS College Prep Middle School — Vote — Riffat Akram — 3 m

The Finance Committee with consider approving the ESSER III Plan for AIMS College Prep Middle School

C. AIMS HS 2021 - 2022 School Plan for Student Achievement (SPSA) revision — Vote — Maurice Williams — 3 m

The Finance Committee will consider the approving the AIMS HS 2021 - 2022 SPSA revision.

D. AIMS HS Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan — Vote — Maurice Williams — 3 m

		Purpose	Presenter	Time
	The Finance Committee will consider the approving the AIMS HS ESSER III Expenditure Plan			
E.	AIMS HS iPad purchase	Vote	Maurice Williams	3 m
	The Finance Committee will consider approving the AIMS HS iPad purchase.			
F.	AB-841 Contract Agreement	Vote	Marisol Magana	3 m
	The Finance Committee will consider approving the AB-841 Contract Agreement			
G.	HWC Consultants Agreement for E-Rate Application	Vote	Marisol Magana	3 m
	The Finance Committee with consider approving the HWC Consultants Agreement for E-Rate Application			

IV. Closed Session — 7:33 AM

A.	Public Comment on Closed Session Items	FYI		2 m

Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

Submit Public Comment

B.	Recess to Closed Session	FYI		15 m

Closed Session Items:

1. Conference with Real Property Negotiators (Gov. Code Section 54956.9)
2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)
3. Employee matters

C.	Reconvene from Closed Session	Vote		1 m

Roll Call

		Purpose	Presenter	Time
D.	Report from Closed Session	FYI		1 m
V.	**Closing Items**			**7:52 AM**
A.	Adjourn Meeting	Vote		
B.	NOTICES	FYI	Corey Hollis	1 m

The next regular meeting of the Board of Directors is scheduled to be held on October 19, 2021, @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Corey Hollis, hereby certify that I posted this agenda on the AIMS website @ aimsk12.org, on, October 16, 2021, at 06:55 AM.
Certification of Posting

Coversheet

Approval of the Minutes

Section:	I. Opening Items
Item:	D. Approval of the Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for AIMS Finance Committee Meeting on September 16, 2021

APPROVED

AIMS K-12 College Prep Charter District

Minutes

AIMS Finance Committee Meeting

Date and Time
Thursday September 16, 2021 at 7:00 AM

Location
Join Zoom Meeting
https://us02web.zoom.us/j/84666468158?pwd=aEFCVVNKcjdoM1RuMjBsM2lhYTZyUT09

Meeting ID: 846 6646 8158
Passcode: 120473
One tap mobile
+16699006833,,84666468158#,,,,*120473# US (San Jose)
+12532158782,,84666468158#,,,,*120473# 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)
- +1 312 626 6799 US (Chicago)
- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 846 6646 8158
Passcode: 120473
Find your local number: https://us02web.zoom.us/u/km3CDnNhY

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

Join Zoom Meeting
https://us02web.zoom.us/j/84666468158?pwd=aEFCVVNKcjdoM1RuMjBsM2lhYTZyUT09

Meeting ID: 846 6646 8158
Passcode: 120473

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

Committee Members Absent
None

Committee Members who arrived after the meeting opened
C. Edington

Committee Members who left before the meeting adjourned
C. Edington, K. Ballentine

Guests Present
C. Hollis (remote), Jaime Colly (remote), James Richmond (remote), M. Magana (remote), R. Akram (remote), T. Tung (remote)

I. Opening Items

A. Call the Meeting to Order

J. Hinton called a meeting of the Finance Committee of AIMS K-12 College Prep Charter District to order on Thursday Sep 16, 2021 at 7:02 AM.

B. Record Attendance and Guests

C. Adoption of the Agenda

K. Ballentine made a motion to adopt the September 16, 2021 AIMS Finance Committee Meeting agenda.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** unanimously to approve the motion.

D. Approval of the Minutes

K. Ballentine made a motion to approve the minutes from AIMS Finance Committee Meeting on 08-24-21.
J. Hinton seconded the motion.
The committee **VOTED** unanimously to approve the motion.
C. Edington arrived at 7:05 AM.

E. Public Comment on Non-Agenda Items

No public comment on Non-agenda items.

F. Public Comment on Agenda Items

No public comment on agenda items.

II. Non-Action Items

A. AB-841 Cal-Shape Stimulus Grant Program

Marisol Magaña and James Richmond presented item II.A. AB-841 Cal-Shape Stimulus Grant Program

- Click links below to view:
  - **Cal-Shape - Cvr Ltr.pdf**
  - **Cal-Shape.pdf**
  - **STD-204 Blank (1).pdf**
- Can apply for 50% advance of the funds needed to complete ventilation upgrades.
- Can begin the study of ventilation needs as early as November 2021.
- .Fees to use EMCOR services are included in the price of the grant
  - 6.5% fund raising fee.

III. Action Items

A. California State University (CSU), East Bay Student Teacher Experience Agreement

Superintendent Maya Woods-Cadiz presented items III.A. CSU, East Bay Student Teacher Experience Agreement

- Click links below to view:
  - **16SEP21 CSU East Student Teacher Experience Agreement.pdf**
  - **Blank Student Teaching MOU_Aug2020.pdf**

K. Ballentine made a motion to approve item III.A CSU, East Bay Student Teacher Experience Agreement as presented.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
M. Woods-Cadiz	Aye
J. Hinton	Aye
K. Ballentine	Aye

B. 2021 - 2022 Approved Vendor List

CBO Katema Ballentine presented item III.B. 2021 - 2022 Approved Vendor

- Click links below to view:
  - **AIMS Finance Comittee Coverletter 2021-2022 Approved Vendor List.pdf**
  - **2122 Pre-approved Vendor List.xlsx**

C. Edington made a motion to approve item III.B. 2021 - 2022 Approved Vendor List as presented.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
K. Ballentine	Aye
J. Hinton	Aye
M. Woods-Cadiz	Aye

C. D&A Contract Extension

Superintendent Maya Woods-Cadiz presented item III.C. D&A Contract Extension

- Click links below to view:
  - **Cover Letter Finance Template D&A Contract Extension.pdf**
  - **Contract Extension 2021-2022, 10-1-21.docx (1).pdf**
- Will continue the D&A contract til the end of the 2020 - 2021 academic year.
- Currently working on the AIMS 25th Anniversary celebration.

C. Edington made a motion to approve item III.C. D&A Contract Extension as presented.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

M. Woods-Cadiz	Aye
K. Ballentine	Aye
J. Hinton	Aye

Roll Call

C. Edington	Aye

D. School Plan for Student Achievement (SPSA) for AIMS College Prep Middle School

Riffat Akram presented item III.D. SPSA for AIMS College Prep Middle School

- Click links below to view:
  - **SPSA - AIMS MS Cvr Ltr.pdf**
  - **AIMS MS 2021-2022 SPSA.pdf**
- Riffat Akram discussed the Goals of the SPSA.

C. Edington made a motion to approve item III.D. SPSA for AIMS Prep Middle School as presented.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

K. Ballentine	Aye
J. Hinton	Aye
M. Woods-Cadiz	Aye
C. Edington	Aye

E. School Plan for Student Achievement (SPSA) for American Indian Charter Public School II (AICPS II)

Riffat Akram presented item III.E. SPSA for AICPS II

- Click links below to view:
  - **SPSA - AIPCS II Cvr Ltr.pdf**
  - **AIPCS II 2021-2022 SPSA.pdf**

C. Edington made a motion to approve item III.E. SPSA for AICPS II as presented.
M. Woods-Cadiz seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

C. Edington	Aye
K. Ballentine	Aye
M. Woods-Cadiz	Aye
J. Hinton	Aye

K. Ballentine left at 7:48 AM.

F. AIMS New Signage 12th Street Campus

Tiffany Tung presented item III.F. AIMS New Signage 12th Street Campus

- Click links below to view:
  - **AIMS Finance Committee Cover letter AIMS Signage.pdf**

- [AIMS Sign Proposal Illuminated Sign Options 200097-4 GGS.pdf]
- [200097-03 AIMS K-12 College Prep School District- 171 12th St., Oakland, CA 94607 (3).pdf]

C. Edington made a motion to approve item III.F AIMS New Signage 12th Street Campus not to exceed amount proposed pending review by D&A to minimize lettering on sign.
J. Hinton seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

K. Ballentine	Absent
M. Woods-Cadiz	Aye
C. Edington	Aye
J. Hinton	Aye

C. Edington left at 8:00 AM.
At 8:00am The AIMS September 16, 2021 Finance Committee Meeting did not meet quorum. No items were voted on here after.

G. Bamboo HR Proposal

Superintendent Maya Woods-Cadiz presented item III.G. Bamboo HR Proposal

- Click links below to view:
  - [Cover Letter Finance Template Bamboo HR.pdf]
  - [BambooHR-Quote-AIMSk12.org.pdf]
- Item will be discuss as an action item for the AIMS September Board meeting.

IV. Closed Session

A. Public Comment on Closed Session Items

No public comment on closed session items.

B. Recess to Closed Session

C. Reconvene from Closed Session

D. Report from Closed Session

Nothing to report from closed session.

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 8:06 AM.

Respectfully Submitted,
J. Hinton

B. NOTICES

Coversheet

ESSER III Plan for American Indian Public Charter School II

Section:	III. Action Items
Item:	A. ESSER III Plan for American Indian Public Charter School II
Purpose:	Vote
Submitted by:	
Related Material:	AIPCS II - ESSER III Cvr Ltr.pdf AIPCS II - ESSER III.docx (1).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: ESSER III Plan for American Indian Public Charter School II

Presented By: Maryetta Golden and Riffat Akram

Staff Recommendation:

Staff recommends that finance committee approve the ESSER III Plan for American Indian Public Charter School II.

Committee Approval: Yes Finance Committee

Total Associated Cost: $1,706,933

Included in Budget? No

Funding Source:

Over/Under Budget? Amount Over/Under Budget?

N/A

Included in LCAP? N/A

Which LCAP?

California Department of Education
July 2021

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
American Indian Public Charter School II	Christopher Ahmad, Head of School (K-5th) Riffat Akram, Head of School (6th-8th)	christopher.ahmad@aimsk12.org riffat.akram@aimsk12.org

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
AIPCS II LCAP	The plan can be found on the school's website under reports: https://static1.squarespace.com/static/5c7f148ef8135a6324962c34/t/60f85e8d71f2bc76962eb5c1/1626889869680/LCAP+21-22+AIPCS+II.pdf
[Insert plan name here]	[Insert description of where the plan may be accessed here]

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

$1,706,933.00

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning Upgrades and Updates to the HVAC System Maintenance, Cleaning, and Disinfecting Improved Internet Performance. Additional Internet Access Points . Health Clerks Clerks Professional Development Hand Sanitizer Dispensers Remedial Benchmark Advance Resources Supplies Student Computers School Counselor Nurse Co-Teachers	$1,254,000.00
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds) Intervention Aides Online Learning programs ELD Resources Chromebooks Misc Resources	$452,933.00

Teachers Administrative Staff	
Use of Any Remaining Funds	[$ 0.00]

Total ESSER III funds included in this plan

$1,706,933.00

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

We met with the School Site Council in early September to discuss our ESSER III plan. We went over the allowed expenditures and members of the SSC gave input on how we should spend those funds. Additional meetings happened with stakeholders to present this plan in full.

A description of how the development of the plan was influenced by community input.

AIPCS II presented the ESSER III information in the School Site Council Meeting at the beginning of September. Families, students and teachers who joined the SSC meeting discussed the various expenditure options allowed in the ESSER III grant. Their suggestions and recommendations were taken into consideration while developing the expenditure plan. We hosted a town hall meeting later in the month and presented the ESSER III plan to all the stakeholders and shared plan details and expenditure breakdown.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

$967,933

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Upgrades and Updates to the HVAC System-	This ensures that clean air is running through the building and will include thermostats so teachers can adjust the temperature in their individual room	$313,000
[LCAP, Goal 4, Action 10]	Maintenance, Cleaning, and Disinfecting:	We are putting funds to the side to ensure that proper building maintenance is done. We are also getting additional staff to support with daily disinfecting of the building as well as purchasing cleaning supplies.	$75,000
	Improved Internet Performance	We will begin to run cabling and hard wire each classroom so that laptops will get a direct connection for faster performance. This will allow a smoother connection for teachers and students in the building.	$50,000
	Internet Access Points	Additional Internet Access Points - We are planning to add additional access points so that there will be one	$45,000

		access point per classroom. This will allow for a much faster connection in each class.	
	Health Clerks	Health clerks will be hired to help with weekly Covid-19 testing. These health clerks will be responsible for administering Covid tests each week, reading results, logging results, and informing families.	$125,000
	Admin Office Clerk	Additional staff to support administrative duties and screening.	$80,000
	Professional Development	PD will be presented in the form of teaching students and staff how to correctly sanitize, social distance, and not spread germs.	$4,000
[LCAP, Goal 4, Action 10]	Hand Sanitizer Dispensers	Additional sanitizer dispensers will be purchased so there can be one in each classroom of the building as well as in the main hallways.	$15,000
[LCAP, Goal 4, Action 10]	Misc Supplies	Supplies - These supplies will be used to make sure that the classrooms are clean, disinfected, and orderly.	$60,933
[LCAP, Goal 4, Action 6]	Nurse	Salary for an onsite nurse for the school site	$200,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

$489,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures

Powered by BoardOnTrack

[LCAP, Goal 2, Action 5]	Intervention Aides	To address any potential learning loss, we have decided that it would be best to hire additional intervention staff. These staff members will work alongside the teacher utilizing small group instruction, pull-outs, and push-ins.	$150,000
	Additional Admin Staff	6th-8th: To support recovering learning loss by providing technical support for online learning platforms, managing student data and communicating with families.	$65,000
	Additional Teacher	6th-8th: To support recovering learning loss	$75,000
	Online Academic Programs	New online learning programs will be purchased and/or renewed to give students remedial work to help them progress due to learning loss. These programs track the progression of the students throughout the year and allow them to work at their own pace.	$52,000
[LCAP, Goal , Action]	ELD Materials	Through looking at various data points, we have recognized that our English Language Learners have suffered the most learning loss. We are planning to purchase additional targeted instructional materials that are part of our ELA curriculum that are specifically tailored for ELD.	$17,000
	Additional Computers for at-home learning and homework	Elementary: Additional computers will be purchased to help maintain our 1:1 ratio. We currently have virtual students as well as students who do not have computers at home. We want to be able to purchase computers so some of our students who are most in need can have access to their virtual programs at home and in school.	$ 130,000

Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

$250,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	Remedial Benchmark Advance Resources	Elementary- These resources will include ELD boxed sets and remedial sets to help the students most in need who suffered from learning loss during the pandemic.	$50,000
[LCAP, Goal 4, Action 3]	School Counselor	Elementary School Counselor - An additional counselor will be hired to help work with students who are most at-risk or need social emotional counseling.	$80,000
	Additional Teachers for a Co-teaching Model	Elementary: Co-Teachers - Additional classroom teachers will be hired and placed in a co-teaching model with classes who have students who have suffered learning loss and are underperforming.	$120,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Learning Loss	Benchmarks will be given to students throughout the year to see how they are performing	Every 6 weeks
Instructional Aids	Instructional aids work with struggling students in pull-out & push in settings. Students' progress, being served by iAs, is monitored regularly and evaluated quarterly using various diagnostic tools.	Quarterly
Online Learning Platforms	Students use online platforms as part of their daily instruction and learning tools. The effectiveness of	Yearly

	online platforms is reviewed yearly by teachers, instructional leaders and administrators.	
ELD Support	ELD support staff work with struggling students in pull-out & push in settings. Students' progress, being served by ELD staff, is monitored regularly and evaluated quarterly using various diagnostic tools.	Quarterly

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
    - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
  - **Tier 1 – Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale**: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at https://www.cde.ca.gov/re/es/evidence.asp.

- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;

- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
    - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
    - Implementing evidence-based activities to meet the comprehensive needs of students,
    - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
    - Tracking student attendance and improving student engagement in distance education;

  Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;

- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant

insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
    - For purposes of this requirement “underserved students” include:
        - Students who are low-income;
        - Students who are English learners;
        - Students of color;
        - Students who are foster youth;
        - Homeless students;

- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
  - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);

- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Coversheet

ESSER III Plan for AIMS College Prep Middle School

Section:	III. Action Items
Item:	B. ESSER III Plan for AIMS College Prep Middle School
Purpose:	Vote
Submitted by:	
Related Material:	AIMS MS - ESSER III Cvr Ltr.pdf AIMS MS - ESSER III.docx.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: ESSER III Plan for AIMS College Prep Middle School

Presented By: Riffat Akram

Staff Recommendation:

Staff recommends that finance committee approve the ESSER III Plan for AIMS College Prep Middle School

Committee Approval: Yes Finance Committee

Total Associated Cost: $385,331

Included in Budget? No

Funding Source:

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

California Department of Education
July 2021

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School	Riffat Akram, Head of School	riffat.akram@aimsk12.org

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
AIMS MS LCAP	The plan can be found on the school's website under reports: https://static1.squarespace.com/static/5c7f148ef8135a6324962c34/t/60f85e27cd39c406c4207515/1626889769837/LCAP+21-22+AIMS+MS.pdf
[Insert plan name here]	[Insert description of where the plan may be accessed here]

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

$385,331.00

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	
• Upgrades and Updates to the HVAC System- This ensures that clean air is running through the building and will include thermostats so teachers can adjust the temperature in their individual rooms.	
• Maintenance, Cleaning, and Disinfecting: We are putting funds to the side to ensure that proper building maintenance is done. We are also getting additional staff to support with daily disinfecting of the building.	
• Improved Internet Performance - We will begin to run cabling and hard wire each classroom so that laptops will get a direct connection for faster performance. This will allow for smoother connection for teachers and students in the building.	
• Additional Internet Access Points - We are planning to add additional access points so that there will be one access point per classroom. This will allow for a much faster connection in each class.	
• Health Clerks - Health clerks will be hired to help with daily & weekly Covid-19 testing. These health clerks will be responsible for administering Covid tests each week, reading results, logging results, and informing families.	
• Professional Development - PD will be presented in the form of teaching students and staff how to correctly sanitize, social distance, and not spread germs.	
• Additional hand sanitizing stations in classrooms and common areas will be purchased.	$220,000

• Cleaning Supplies & Maintenance- To ensure the classrooms are maintained clean and sanitized. • SEL Programs - We will purchase curriculum, host assemblies and outreach to community resources to support students' social emotional needs. • Student Computers - Additional computers will be purchased to help maintain our 1:1 ratio. We currently have virtual students as well as students who do not have computers at home. We want to be able to purchase computers so some of our students who are most in need can have access to their virtual programs at home and in school. $70,000 HVAC UPGRADES and UPDATES/VENTILATION $25,000 Maintenance, Cleaning, and Disinfecting $25,000 Hard Wiring Access Points for Faster Internet Connection $20,000 Access Points for each Classroom for quicker internet connection $50,000 Two Health Clerks $5000 SEL Programs, Curriculum & PD $20,000 Supplies to keep Classroom Clean & Disinfected $30,000 Additional Student Chromebooks to maintain 1:1 device ratio	
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	[$160,331]

• **Additional Teachers & Instructional Aids -** To address any potential learning loss, we have decided that it would be best to hire additional teachers and intervention staff. These staff members will work alongside the teacher utilizing small group instruction, pull-outs, and push-ins. • **Online learning programs -** We will be purchased and/or renewed to give students remedial work to help them progress due to learning loss. These programs track the progression of the students throughout the year and allow them to work at their own pace. • **ELD Support -** Through looking at various data points, we have recognized that our English Language Learners have suffered the most learning loss. We are planning to purchase additional targeted instructional materials that are part of our ELA curriculum that are specifically tailored for ELD. Various resources and materials will be purchased to address learning loss for specific students. These can include Rosetta Stone Accounts, ELD assessment books, etc. $ 110,000 Additional Teachers & Instructional Aids $ 8,000 Online Learning Programs $ 2,331 ELD Support	
Use of Any Remaining Funds	[$ 0.00]

Total ESSER III funds included in this plan

$385,331.00

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be

implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

School Site Council Meeting

Town Hall Meetings

A description of how the development of the plan was influenced by community input.

AIMS Middle School presented the ESSER III information in the School Site Council Meeting at the beginning of September. Families, students and teachers who joined the SSC meeting discussed the various expenditure options allowed in the ESSER III grant. Their suggestions and recommendations were taken into consideration while developing the expenditure plan. We hosted a town hall meeting later in the month and presented the ESSER III plan to all the stakeholders and shared plan details and expenditure breakdown.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

[$220,000]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	HVAC Upgrades & Updates	Upgrades and Updates to the HVAC System- This ensures that clean air is running through the building and will include thermostats so teachers can adjust the temperature in their individual rooms.	[$ 70,000]
[LCAP, Goal 4 Action 12]	Classrooms Disinfection & Cleaning Staff	Maintenance, Cleaning, and Disinfecting: We are putting funds to the side to ensure that proper building maintenance is done. We are also getting additional staff to support with daily disinfecting of the building.	[$ 25,000]
[LCAP, Goal 4 Action 12]	Hand Sanitizing Stations	Additional hand sanitizing stations in classrooms and common areas will be purchased.	[$ 5,000]
[LCAP, Goal 4 Action 12]	Cleaning Supplies & Maintenance	Cleaning Supplies & Maintenance- To ensure the classrooms are maintained clean and sanitized.	[$ 20,000]
	Improved Internet Performance	Improved Internet Performance - We will begin to run cabling and hard wire each classroom so that laptops will get a direct connection for faster performance. This will allow for smoother connection for teachers and students in the building.	[$ 25,000]
	Additional Internet Access Points	Additional Internet Access Points - We are planning to add additional access points so that there will be one access point per classroom. This will allow for a much faster connection in each class.	[$ 20,000]
	SEL Programs	SEL Programs - We will purchase curriculum, host assemblies and outreach to community resources to	[$ 5,000]

		support students' social emotional needs. Purchase games to reward positive behaviors and to build Social & Emotional support among students.	
	Health Clerks	Health Clerks - Health clerks will be hired to help with daily & weekly Covid-19 testing. These health clerks will be responsible for administering Covid tests each week, reading results, logging results, and informing families.	[$ 50,000]

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

[$ 165,331]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Teachers & Instructional Aid	**Additional Instructional Aids -** To address any potential learning loss, we have decided that it would be best to hire 3 additional intervention staff. These staff members will work alongside the teacher utilizing small group instruction, pull-outs, and push-ins.	[$ 125,000]
	Online Learning Platforms	**Online learning programs -** We will be purchased and/or renewed to give students remedial work to help them progress due to learning loss. These programs track the progression of the students throughout the year and allow them to work at their own pace.	[$ 8,000]

	ELD Support	**ELD Support -** Through looking at various data points, we have recognized that our English Language Learners have suffered the most learning loss. We are planning to purchase additional targeted instructional materials that are part of our ELA curriculum that are specifically tailored for ELD. Various resources and materials will be purchased to address learning loss for specific students. These can include Rosetta Stone Accounts, ELD assessment books, etc.	[$ 2,331]
	Student Computers	Student Computers - Additional computers will be purchased to help maintain our 1:1 ratio. We currently have virtual students as well as students who do not have computers at home. We want to be able to purchase computers so some of our students who are most in need can have access to their virtual programs at home and in school.	[$ 30,000]

Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

[$ 0.00]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]

[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Instructional Aids	Instructional aids work with struggling students in pull-out & push in settings. Students' progress, being served by iAs, is monitored regularly and evaluated quarterly using various diagnostic tools.	Quarterly
Online Learning Platforms	Students use online platforms as part of their daily instruction and learning tools. The effectiveness of online platforms is reviewed yearly by teachers, instructional leaders and administrators.	Yearly
ELD Support	ELD support staff work with struggling students in pull-out & push in settings. Students' progress, being served by ELD staff, is monitored regularly and evaluated quarterly using various diagnostic tools.	Quarterly

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
    - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
  - **Tier 1 – Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale**: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at https://www.cde.ca.gov/re/es/evidence.asp.

- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;

- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
    - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
    - Implementing evidence-based activities to meet the comprehensive needs of students,
    - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
    - Tracking student attendance and improving student engagement in distance education;

  Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;

- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant

insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
    - For purposes of this requirement “underserved students” include:
        - Students who are low-income;
        - Students who are English learners;
        - Students of color;
        - Students who are foster youth;
        - Homeless students;

- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
  - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);

- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Coversheet

AIMS HS 2021 - 2022 School Plan for Student Achievement (SPSA) revision

Section:	III. Action Items
Item:	C. AIMS HS 2021 - 2022 School Plan for Student Achievement (SPSA) revision
Purpose:	Vote
Submitted by:	
Related Material:	AIMS HS 2021-22 SPSA (Revised - October 6, 2021).pdf 2021-22 AIMS HS SPSA (2021-22).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS HS 2021-22 SPSA (Revised)

Presented By: Maurice Williams

Staff Recommendation:

Due to an increase in Title III funds and additional involvement with the AIMS ELD MOU, a revised SPSA was passed at AIMS HS's SSC. The additional $5339 in Title III funds will allow for the purchasing of iPads for the ELD Classes.

Committee Approval: Finance Committee

Total Associated Cost: N/A

Included in Budget? Yes

Funding Source: ESSER III Funds

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

All funds except for the additional increases in Title III funds are included in the 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	01612590111856076 5	June 10, 2021 Revised October 6, 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 $14,959.24 - Professional Development
Title III $9,360.00 - 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)

ELD Students

Strategy/Activity

1 IXL account for ELD teacher for 50 student licenses for high school.

1 NewsELA License for high school ELD teacher.

Datawork-ELD Curriculum License for high school ELD teacher.

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ELD Students

Strategy/Activity

iPads for ELD classes.

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)
$9,360.00	Federal - Title III

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.

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)
$107,163 $14,959.24	Federal - Title I, Part A 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.

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.

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.

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

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 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.

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/guidanceuseseinvestment.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/guidanceuseseinvestment.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

Coversheet

AIMS HS Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan

Section: III. Action Items
Item: D. AIMS HS Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan
Purpose: Vote
Submitted by:
Related Material: AIMS HS ESSER III (October 6, 2021).pdf
AIMS HS - ESSER III Plan.docx.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: AIMS HS ESSER III Expenditure Plan

Presented By: Maurice Williams

Staff Recommendation:

AIMS HS will receive $764,385 in ESSER III funds over a three-year period. This ESSER III Plan covers AIMS HS's first ESSER III allocation over the 2021-22 Academic School Year.

Committee Approval: Finance Committee

Total Associated Cost: N/A

Included in Budget? Yes

Funding Source: ESSER III Funds

Over/Under Budget? Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

Additional ESSER III funds for the 2021-22 Academic School Year

California Department of Education
July 2021

ESSER III Expenditure Plan

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

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
AIMS HS LCAP	The plan can be found on the school's website under reports: https://static1.squarespace.com/static/5c7f148ef8135a6324962c34/t/60f85ec586d1dd7b304ba41a/1626889925536/LCAP+21-22+AIMS+HS.pdf
[Insert plan name here]	[Insert description of where the plan may be accessed here]

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

$764,385

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	$111952
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	$40925
Use of Any Remaining Funds	[$ 0.00]

Total ESSER III funds included in this plan

$152,877

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Engagements were made with the teachers and staff during staff development meetings. Engagements were also made with students during Student Government Association meetings. Engagements with families were made and continue to be made on an ongoing basis - particularly in considering the future years allocation of ESSER III funds.

A description of how the development of the plan was influenced by community input.

Based upon community input, there was an expressed need for additional chromebooks, student headsets, and power outlets to ensure that all students have the proper equipment to successfully excel in their classes. Additional staffing needs were also

expressed to help support our school site nurse in the administering of rapid COVID-tests. Among our students and staff, the need for additional water fountains were expressed to help promote the safe drinking of water and to decrease the amount of people congregating at just one machine. Students also expressed an interest in obtaining more common area space to help ease congestion in the student common areas.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

$111952

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[AIMS HS LCAP, Goal 4, Action 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.	$ 30000
	Health Clerk	AIMS HS is in need of a third Health Clerk to help conduct weekly rapid COVID tests to all staff and students, and will need to be hired to help with testing and administration.	$54000

	Water Fountain, Faucets, and Filtration Devices	Additional water fountains, faucets, and water filtration devices will allow students and staff additional opportunities to fill reusable water bottles, increase student health, and reduce congestion around existing water fountains.	$10000
[LCAP, Goal 4, Action 16]	Lunch Tables / Common Area Seating / Work Areas	Due to COVID 19 guidelines, additional lunch tables and common student work areas will increase student spacing and work productivity.	$12000
	Durable Exercise Floor Mats	Additional durable exercise floor mats will be used in PE classes for all students to participate in activities while keeping safe distance due to COVID 19.	$2000
	Music Instrument Face Masks	Music instrument face masks will allow wind-instrument playing students to participate in specialized music masks.	$1000
	Additional Air Purifiers / Replacement Air Filters	Additional Air Purifiers and Replacement Air Filters will help improve air quality due.	$2952

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

$40925

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Student Headsets	Students will be provided with high quality headsets to help listen and speak during virtual or online classroom interactions.	$19270
[LCAP, Goal 4, Action 16]	Student Chromebooks and Chromebook carts	New Chromebooks will replace older Chromebook models, also replace broken laptops, and increase dwindling student inventory.	$16655

	Multiport Classroom / Hallway Power Outlets	Multiport power outlets will allow students to charge their student-issued chromebooks and minimize tripping hazards.	$5000

Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

[$ 0.00]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[$ 0.00]

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Student Headsets	After distributing student headsets to all students, at least 97% of students will bring their headsets to school for classroom academic use on a daily basis.	As part of our school's Positive Behavior Intervention System (PBIS), students have the ability to earn points for positively responding to school wide expectations.

		Monthly reports of PBIS points will be generated for students that bring their Headsets to school.
Student Chromebooks and Chromebook Carts	100% of students will be assigned student fully functioning chromebooks for academic use.	As part of our school's Positive Behavior Intervention System (PBIS), students have the ability to earn points for positively responding to school wide expectations. Monthly reports of PBIS points will be generated for students that bring their Chromebooks to school.
Multiport Classroom / Hallway Charging Stations	Multiport charging stations will be installed in all student classrooms for the purposes of charging chromebook devices. Readily accessible power outlets will help increase academic learning time, by reducing time spent powering or obtaining laptop outlets.	100% of AIMS classrooms and common areas will have multiport power outlets for chromebook devices installed by December 31, 2021.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
    - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
  - **Tier 1 – Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale**: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at https://www.cde.ca.gov/re/es/evidence.asp.

- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;

- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
    - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
    - Implementing evidence-based activities to meet the comprehensive needs of students,
    - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
    - Tracking student attendance and improving student engagement in distance education;

  Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;

- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant

insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
    - For purposes of this requirement “underserved students” include:
        - Students who are low-income;
        - Students who are English learners;
        - Students of color;
        - Students who are foster youth;
        - Homeless students;

- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
  - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);

- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Coversheet

AIMS HS iPad purchase

Section:	III. Action Items
Item:	E. AIMS HS iPad purchase
Purpose:	Vote
Submitted by:	
Related Material:	50 iPads (40 HS Science Class _ 10 HS ELD (Title III).pdf Alexander50iPads.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: 50 iPads (40 HS Science Class / 10 HS ELD (Title III)

Presented By: Maurice Williams

Staff Recommendation:

Due to an increase in available funds at the first interims, AIMS HS would like to purchase 40 iPads for its Science Classes. Additionally, based upon the increase in Title III funds, AIMS would like to purchase 10 iPads for its ELD classes.

Committee Approval: Finance Committee

Total Associated Cost: N/A

Included in Budget? Yes

Funding Source: General Funds, Title III

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

The increase in funds occured at the first interims of the 21-22 FY, not before the June 2021 LCAP submission deadline.

Apple Inc. Education Price Quote

Customer:
Alexander Lee
AMERICAN INDIAN MODEL SCHOOLS
Phone: 510-893-8701
email: alexander.lee@aimsk12.org

Apple Inc:
Jason McCasland
5505 W Parmer Lane
Bldg 7
Austin, TX 78727
Phone: +1-512-6746061
email: jmccasland@apple.com

Apple Quote: 2210554820

Quote Date: Thursday, October 07, 2021

Quote Valid Until: Wednesday, October 27, 2021

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	**10.2-inch iPad Wi-Fi 64GB-Silver (10-pack), Logitech Rugged Combo 3 Touch Case, w/ 3YR AppleCare+ for Schools (no service fees)** Part Number: BSX52LL/A **10.2-inch iPad Wi-Fi 64GB - Silver (10-pack)** Part Number: MK403LL/A Quantity: 50 **3-Year AppleCare+ for Schools - iPad 8th Gen. no service fees** Part Number: S7831LL/A Quantity: 50 **Logitech Rugged Combo 3 Touch Case with Integrated Smart Connector Keyboard and Trackpad for 10.2-inch iPad (7th, 8th & 9th generation) - Blue** Part Number: HPN12ZM/A Quantity: 50	5	$4,629.50	$23,147.50
2	**Apple Pencil (1st Generation)** Part Number: MK0C2AM/A	50	$89.00	$4,450.00

Edu List Price Total	**$27,597.50**
- eWaste Fee / Recycling Fee	$200.00
- Additional Tax	$0.00
- Estimated Tax	$2,577.62
- Total Tax	$2,577.62

Extended Total Price*	**$30,375.12**

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210554820. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to https://ecommerce.apple.com. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
    - For registration assistance, call 1.800.800.2775

- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
    - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.

B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.

C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
    - APPLE INC. AS THE VENDOR
    - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
    - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
    - PURCHASE ORDER NUMBER
    - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
    - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
    - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
    - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL

D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Wednesday, October 27, 2021 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
    - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.

F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID:
https://ecommerce.apple.com
Fax:

Terms & Use | Privacy Policy | Return Policy
Copyright © 2018 Apple Inc. All rights reserved.

Document rev 10.6.1

Date of last revision – June 20th, 2016

Coversheet

AB-841 Contract Agreement

Section: III. Action Items
Item: F. AB-841 Contract Agreement
Purpose: Vote
Submitted by:
Related Material: AB-841 Contract Agreement.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: AB-841 Cal-Shape stimulus grant program

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that finance committee approve the Addendum to Independent Contractor Agreement For AB-841 Stimulus Grant Development and Management Services for ventilation upgrades.

Committee Approval: Yes Finance Committee

Total Associated Cost:

Included in Budget? No

Funding Source:

Over/Under Budget? Amount Over/Under Budget?

N/A

Included in LCAP? N/A

Which LCAP?

James Richmond
President
First Note Finance Inc.

Cal-Shape home page
https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program

This is the Cal-Shape Registration and Application page
https://calshape.energy.ca.gov/Account/Login

Ventilation program guidelines document:

https://www.energy.ca.gov/publications/2021/california-schools-healthy-air-plumbing-and-efficiency-ventilation-program

The supporting AB-841 legislation is here:

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB841

Your schools qualify as underserved.

The AB-841 Cal-Shape stimulus grant program began taking Plumbing fixture grant applications online on Aug. 31st. We are anticipating the Ventilation Study grant applications by the end of this month (Sept. 2021).

The application instructions have made requirements for the following attachments that will have to be signed by your school and returned to us, then uploaded along with your Ventilation program application. Additionally, we have attached an Addendum to our Prop-39 Independent Contractor Agreement that will need to be signed as well.

ACTION ITEMS: Documents needed to submit application

1. Proof of ownership or complying lease *(not attached – you will need to attach yours back to us)*
2. Certificate of Good Standing – Charter Schools only
3. Letter of authorization – third-party applicants only
4. Payee Data Record – STD 204
5. Addendum to FNF Independent Contractor Agreement

We recommend working with EMCOR Services on the Ventilation study. EMCOR has an engineering division and a contracting division. The Program Guidelines do not require competitive bids, and the Public Works requirements have been waived by Governor Newsom due to Covid, however, some of our school clients have internal procurement rules that do require competitive bids.

(Note: If your school has more specific procurement requirements than this, we will try to accommodate those additional procurement requirements after the applications have been submitted, preferably at the front of the line. The funding goes first-come, first-served, and the funds for Tier-1 schools are somewhat limited. We are unfortunately pressed for time on this.)

Some of you may have questions such as how much money is the grant going to be? We are working on that now with the contractors, and will be better be able to answer that question accurately for each of your schools in the coming days as we receive the contractor estimates. In the meantime, it will be very important to complete the ACTION ITEMS 1-5 above. It will be impossible to submit an application without having received these signed forms back from you. (*I anticipate a ventilation grant for AIM about $50K, which would include the professional ventilation study, as well as installation of CO2 monitors in each classroom, and our development, management, and reporting fee.)*

ATTACHMENT 8B

Certificate of Good Standing for Charter School Applicants

_____[AUTHORIZER]
CERTIFICATE OF GOOD STANDING

The undersigned, on behalf of _____ [AUTHORIZER], hereby certifies that the statements contained herein with respect to _____ [SCHOOL] ("School") are true and correct in all material respects on and as of the date hereof, unless otherwise noted below:

1. The School is operating pursuant to a valid active charter, the charter has not been abandoned, and the School is authorized to exercise all of its rights and privileges under its charter.
2. Neither the Authorizer, nor to Authorizer's knowledge has any other governmental agency or body, issued any Notice of Violation, Notice to Cure, Notice of Intent to Revoke, Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety, or any similar notice (collectively "Disciplinary Action"), with respect to the School, nor is the Authorizer aware of any circumstances that exist that would give rise to any Disciplinary Action. Nothing herein shall be interpreted as limiting or prohibiting the Authorizer from taking any Disciplinary Action.
3. To Authorizer's knowledge, the School is not currently and has not been within the last three years, under review, investigation or audit by the Authorizer or any other governmental agency or body (e.g., FCMAT, CDE, SBE).
4. Starting Date of charter_____

   Ending Date of charter _____
5. If any of the above statements is untrue or incorrect in any material respect, please describe:

   _____
   _____
   _____

   [AUTHORIZER]

   By: _____

   Name: _____

   Title: _____

   Date: _____

ATTACHMENT A

Letter of Authorization for 3rd Party Applicant

_____[SCHOOL]
LETTER OF AUTHORIZATION

The undersigned, on behalf of _____ [SCHOOL], hereby authorizes James Richmond of First Note Finance *inc,* a California corporation [CONSULTANT], the limited authority to apply on the SCHOOL's behalf for the California AB-841 *Cal-Shape* stimulus grants on the SCHOOL's behalf, including grants for the SNPFA Plumbing Replacement Program, and the SRVEVR Ventilation Improvements Program for school re-opening.

This limited authority is provided for and governed by an Independent Contractor Agreement between the SCHOOL and the CONSULTANT.

If/when such grants are subsequently awarded to the SCHOOL, the SCHOOL may grant additional limited authority to CONSULTANT to provide SCHOOL with additional management services related to the implementation of the work funded by the grant programs.

Such additional limited authority is provided for and governed by an Independent Contractor Agreement between the SCHOOL and the CONSULTANT.

[SCHOOL]
By: _____
Name: _____
Title: _____
Date: _____

First Note Finance *inc*
Energy Savings Made Simple

Addendum to
INDEPENDENT CONTRACTOR AGREEMENT
For AB-841 Stimulus Grant Development and Management Services

Between:
American Indian Model Schools
and First Note Finance inc
ICA Agreement Date: April 11, 2017 Today's Date: September 10, 2021

The Prop-39 INDEPENDENT CONTRACTOR AGREEMENT provides for a fundraising and financing development fee of 6.5%.

FUNDRAISING DEVELOPMENT FEE (6.5%)
First Note Finance inc (FNF) has surveyed the Plumbing Fixtures and HVAC Systems for the LEAs listed above. FNF will apply for California Energy Commission AB-841 Stimulus grants on behalf of the LEAs, under programs called SEES and/or CAL-Shape. There are two applications: 1) the SNPFA Program for plumbing fixture replacements, and 2) the SRVEVR Program for HVAC Ventilation study and improvements related to schools re-opening. The LEAs agree to compensate FNF on a performance basis, a fixed-fee equivalent of 6.5% of the AB-841 grant funding secured for the schools. (See Exhibit AB-841, pp.2, for Price and Payment terms, milestones and deliverables.)

PROJECT IMPLEMENTATION MANAGEMENT SERVICES FEE (7.5% - optional)
Project Implementation Management Services are not included in the 6.5% fundraising development fee. If the schools would like FNF to provide Project Implementation Management Services, FNF will apply an additional fee of 7.5% for Project Implementation Management Services based on quarterly project progress milestones. (See Exhibit AB-841, pp.2, for Price and Payment terms, milestones and deliverables.)

_____ Initial here if (optional) *Project Implementation Management Services* are wanted

The LEA(s) listed above hereby authorize First Note Finance *inc* as an independent 3rd Party provider of the services described herein, and authorizes First Note Finance *inc* to develop the described AB-841 grant funding on its behalf. If no funding is developed and awarded to the LEA under the AB-841 program, the LEA will owe nothing to First Note Finance *inc*.

Other applicable terms of the Prop-39 INDEPENDENT CONTRACTOR AGREEMENT remain in effect.

Agreed on this _____ day of _____, 2021.

First Note Finance *inc*

By: James Richmond

_____
(signature)

American Indian Model Schools

By: Maya Woods-Cadiz

_____
(signature)

Addendum to
INDEPENDENT CONTRACTOR AGREEMENT
For AB-841 Stimulus Grant Development and Management Services
(continued)

Exhibit AB-841
Price and Payment Terms

PROGRAM	FUNDRAISING DEVELOPMENT FEE	PROJECT IMPLEMENTATION MANAGEMENT FEE
AB-841 Cal-Shape SNPFA Plumbing Fixtures and Appliances Replacement Program	6.5%	7.5%
AB-841 Cal-Shape SRVEVR Ventilation Study and Improvements Program	6.5%	7.5%

#	Milestone / Deliverable	Included in FUNDRAISING DEVELOPMENT FEE (6.5%)		Included in PROJECT IMPLEMENTATION MANAGEMENT FEE (7.5%)	
1	Site Survey / Plan Review	*YES*	*No cost to LEA*	*NO*	
2	Develop Equipment List				
3	Solicit Contractor Estimates				
4	Prepare Grant Applications				
5	Secure Grant Awards on behalf of LEA	*YES*	75% progress		
6	Quarterly Reports to CEC	*YES*	5% progress per Quarter to 100% completion		
7	Assist LEA with Periodic Reimbursement Invoices to CEC & Funds Disbursement	*YES*			
8	Coordinate Project and Contractor Schedules	*NO*		*YES*	20% progress per Quarter to 90% progress
9	Review Contractor Invoices and Verify Work Progress, Secure Contractor Paperwork and Lien Releases			*YES*	
10	Site Inspections and Punch Lists Items Management			*YES*	
11	Amendments			*YES*	
12	Final Reports to CEC			*YES*	Final 10%

Payment terms are net-30 days upon receipt of Invoices.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between American Indian Model Schools, hereinafter referred to as "District," and First Note Finance *inc*, a California Corporation, Taxpayer ID Number: 46-1370205, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor.

The Services to be provided by Contractor are included in Exhibit 'A', attached hereto and made part of this Agreement.

2. Term. Contractor shall commence providing services under this Agreement on the date this Agreement is executed and will diligently perform as required and complete performance by according to the timelines provided in Exhibit 'A', once executed.

3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed the fees provided in Exhibit 'B'. District shall pay Contractor according to the following terms and conditions: (For additional explanation of payment terms attach Exhibit B, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit B is applicable to this Agreement.)

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

Approved travel expenses to Sacramento, CA, if in person meetings are required with California Energy Commission staff or commissioners directly related to Proposition 39 funded activities for the District.

(For additional explanation of expenses, attach Exhibit C, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit C is applicable to this Agreement.)

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees, agents and contractors shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement.

6. Taxes. **California Residents:** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

Non California Residents: California Revenue and Taxation Code and related regulations require districts that make payments of California source income of more than $1,500 in a calendar year to non-resident independent contractors performing services to withhold income taxes. (Some exceptions may apply.)

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information that is related to the District's research, development, trade secrets, and business affairs, but does not include information that is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District, and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, hold harmless, and defend District against any action or claim brought by the copyright holder.

9. Audits and Inspection of Records. At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above all data, records, investigation reports, and all other materials related to matters covered by this Agreement, and Contractor will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel, and other data related to all matters covered by this Agreement.

10. Originality of Services. Contractor agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement shall be wholly original to District and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

11. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than ten (10) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the ten (10) days, cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than ten (10) days after the day of mailing, whichever is sooner.

13. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, or loss or theft of, property; or (3) any other loss, damage, or expense arising out of (1) or (2) above sustained by the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents, employees, students, and visitors or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of or in any way connected with the services covered by this Agreement, whether said injury or damage occurs on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Contractor further agrees that any agreement with any person, firm or corporation, engaged by Contractor as an independent contractor to perform services in furtherance of this Agreement, shall impose on such person, firm or corporation a duty to indemnify, hold harmless and defend the District to the same extent as required of Contractor under Section 13 of this Agreement.

14. Insurance. Contractor agrees to carry commercial general liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement.

Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day written notice of cancellation or reduction in coverage, at the time this Agreement is signed by Contractor and submitted to District.

(For additional explanation and detail of insurance requirements, attach Exhibit D, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit D is applicable to this Agreement.)

15. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend the District and hold the District harmless from such claim. Contractor represents that any person, firm or corporation engaged by Contractor to perform services in furtherance of this Agreement, whom Contractor has

designated as an independent contractor, is properly designated as such under pertinent law, including the Workers Compensation Act. Contractor agrees to hold harmless, indemnify and defend the District from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which arises from or is in any way related to such designation as an independent contractor.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now, or may in the future become, applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

18. Permits/Licenses. Contractor and all Contractor's employees, agents or contractors shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

21. Affirmative Action Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Maya Woods-Cadiz, Superintendent
American Indian Model Schools
171 12th Street
Oakland, CA 94607

For Contractor: James Richmond, President
First Note Finance *inc*
831 Pomona Avenue
Coronado, CA 92118

24. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

28. Applicable Exhibits. The Exhibits checked below are incorporated into this agreement:

[XXX]	Exhibit A Services Paragraph 1	[XXX]	Exhibit B Payment Paragraph 3	[ ]	Exhibit C Expenses Paragraph 4	[XXX]	Exhibit D Insurance Paragraph 14 and 15

Powered by BoardOnTrack

First Note Finance *inc* Independent Contractor Agreement: American Indian Models Schools, (District)

This Agreement is entered into this 11 day of April, 2017.

DISTRICT
American Indian Model Schools

By: _____
Signature

Typed Name: Maya Woods-Cadiz

Title: Superintendent

CONTRACTOR
First Note Finance *inc*

By: _____
Signature

Typed Name: James E. Richmond

Title: President

EIN: 46-1370205
Tax ID Number or Social Security No.

EXHIBIT D

In accordance with paragraph 14 and 15 of this Independent Contractor Agreement, dated _____ between First Note Finance inc and American Indian Model Schools for services to be provided in Exhibit 'A', Schedule '1', attached hereto and made part of this Agreement. _____, (date) the following coverage and proof thereof must be provided prior to commencing any services.

☒ Commercial General Liability Insurance
Limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage and:

- ☒ Endorsement naming the District and its officers, agents and employees as additional insureds
- ☒ Endorsement stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory".

☒ Automobile liability covers "any auto" (and/or non-owned)
Limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage

☒ Worker's Compensation Insurance

Powered by BoardOnTrack

Exhibit 'A'

CONTRACT TASK ORDER

TASK 1: Proposition 39 Energy Manager Services, Planning

There is an eight-(8) step process outlined by the California Energy Commission (CEC) to be eligible to receive Energy Project Award Funding under the Proposition 39 program. Step number 7 of the process is:

- Step 7: Complete and Submit an Energy Expenditure Plan.

In order to compile the information necessary to complete Step 7, the following Steps 1-6 will need to be completed first.

- Step 1: Electric and Gas Usage/Billing Data
- Step 2 Benchmarking or Energy Rating System
- Step 3: Eligible Energy Project Prioritization Considerations
- Step 4: Sequencing of Facility Improvements
- Step 5: Eligible Energy Measure Identification
- Step 6: Cost-Effectiveness Determination

INDEPENDENT CONTRACTOR will assist the District with Preparation of Proposition 39 Expenditure Plan for Submittal to the CEC, submit the completed Energy Expenditure Plan to the CEC according to its required schedule and process, and then shepherd the Energy Expenditure Plan through the CEC process to approval, thereby securing allocated Proposition 39 funding on the District's behalf. This outcome will also depend on proper execution Task 2:

TASK 2: Proposition 39 Energy Manager Services, Screening, Benchmarking, Energy Auditing

INDEPENDENT CONTRACTOR will gather billing data, perform benchmarking, and perform energy audits (Steps 1-3), and compile the observations and recommendations district-wide to meet the CEC requirements for Steps 1-3.

INDEPENDENT CONTRACTOR will compile the information and consult with District in order to complete Steps 4-5. Once these steps are complete, INDEPENDENT CONTRACTOR will perform and report Step 6, using the established Savings to Investment ratio method (SIR) prescribed in the Proposition 39 Guidelines, in such a manner as it will be acceptable by the CEC in support of the Energy Expenditure Plan. Through this process a final, district-wide, cost-effective scope of energy efficiency measures will be cataloged and

made to support a successful outcome of completing the Energy Expenditure Plan, and having it approved by the CEC.

INDEPENDENT CONTRACTOR will complete and submit applications to District's utility provider(s) for rebates and incentives in support of the District's Proposition 39 Program, including on-bill financing if available. Other potential sources of funding will also be identified and applied for including, but not limited to, the CEC ECAA loan program. INDEPENDENT CONTRACTOR will shepherd these various applications through to collection of the funds on behalf of the District.

DISTRICT SUPPORT NEEDED: In order for CONTRACTOR to perform its work efficiently and in a timely manner, CONTRACTOR requests certain information, including executed documentation, from the DISTRICT. Such information will include, but may not be limited to the following:

1. Fourteen (14) months of utility usage data, per each electric and/or gas meter related to the District's operations;
2. Online access to DISTRICT's utilities accounts (electricity and natural gas);
3. DISTRICT Online access to the California Energy Commission's (CEC) Proposition 39 online planning tools;
4. Executed Utility Authorization Forms and/or letters from the California Energy Commission and the DISTRICT's utilities provider(s).
5. Floor plan drawings and/or site plans of the DISTRICT facilities and/or campuses.
6. Key DISTRICT staff telephone and email contact information for onsite access and information requested above.

This information, executed documentation, and online access is requested to be provided to CONTRACTOR as soon as reasonably possible following the execution of this contract. CONTRACTOR will provide DISTRICT with assistance as well as electronic tools to make this information gathering as easy as possible.

TASK 3: Proposition 39 Annual Tracking and Reporting Services

INDEPENDENT CONTRACTOR will prepare a Measurement and Verification Plan related to the Proposition 39 program in support of the requirements of the CEC Guidelines, then implement the measurement and verification plan activities to monitor and verify the energy and O&M savings accruing from the Proposition 39 funded Energy Efficiency measures. These tasks will be implemented on an ongoing basis after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first.

INDEPENDENT CONTRACTOR will prepare and submit required annual reporting to the CEC after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first. Includes responding to and answering questions and/or challenges made by the CEC reviewers throughout this process.

TASK 4: Project Implementation Management Services for District's Facilities

INDEPENDENT CONTRACTOR will perform Project Management of tasks related to the Proposition 39 program.

Design Engineering Management: This will include preparation of detailed Contractor Statements of Work, Preparing an RFP for Design Engineering Specifications, assisting the District with Design Engineer selection, managing the Design Engineering process through Schematic Design, Detailed Design, and Construction Documents phases, then submitting the Construction Documents to the local jurisdiction for building permit approvals, and shepherding this process through in a timely manner.

Contractor Solicitation and Selection: This will include preparation of RFPs for trades contractor procurement such as general construction, geotechnical, excavation, mechanical, electrical, plumbing and piping, system commissioning, and/or controls/information technology contractors that will be needed to implement the Facilities Operations and Maintenance projects. INDEPENDENT CONTRACTOR will assist District with contractor interviews and selection, and prepare the contracts for the successful bidders.

Project Management: INDEPENDENT CONTRACTOR will assist District with Project Management tasks related to the Proposition 39 Program.

- Installation Contractor Bid Management & Selection Process Assistance
- Preparation of the Installation Contract including detailed Statements of Work and Schedules of Values that will govern payment eligibility milestones to the selected installation contractors
- Intermittent on site Project Management of construction, equipment and associated System Commissioning Program of the installed systems and equipment.
- Review Contractor Invoices and Recommend (or not) Progress Payments
- Review contractor change-orders if they are received, determine efficacy of the change-order claims, and assist District with negotiating reasonable and favorable outcomes.
- Coordinate and facilitate District Staff Training on the installed equipment and systems

- Prepare an Operations & Maintenance Binder for the installed equipment and systems, including mechanical construction documents and contractor shop-drawings, cut-sheets of all products installed, warranty cards, and operator's manuals.

Not-to-Exceed Contract Price:

The not-to-exceed contract price over the course of the program is 10% of the Proposition 39 funding secured on District's behalf. This applies to the terms of Task 1 through Task 4 herein.

TASK 5: Fundraising and Financing Development

Separate of Task 2 sources of funding above, INDEPENDENT CONTRACTOR will assist District with fundraising and acquisition of financial resources related to implementation of the Proposition 39 Program. INDEPENDENT CONTRACTOR will provide these services on a fee for performance basis identified as "fundraising fee" on Exhibit B herein. INDEPENDENT CONTRACTOR will search for qualifying project funding options, including but not limited to foundation grants, zero-interest loans, or tax-deduction assignment to donors, facilitate applications and processes to secure such funding on behalf of District, and follow through to collection of the funds to the account of DISTRICT.

Additionally, INDEPENDENT CONTRACTOR will investigate other financing options from bank or bond market sources to be secured against allocated future Proposition 39 funding in accordance with the CEC guidelines and (approved) Energy Expenditure Plan (Task 1), including aggregating such bank loan or bond market products with other school districts statewide to achieve an overall lower interest rate, and propose such financial options to DISTRICT for its review and approval. (If) and once approved, INDEPENDENT CONTRACTOR will execute loan agreements (further approved by DISTRICT), and follow through to collection of these funds to the account of DISTRICT.

Exhibit 'B'

FEE & TASK SCHEDULE –TASK ORDER

Years	Scope of Work	Fee Proposal	Fundraising Fee
2017	Complete benchmarking, energy auditing, and screening	$ 8,142.00	
2017	Complete & submit Energy Expenditure Plans	$ 6,785.00	
2017	Obtain funds commitment of Energy Expenditure Plan	$ 6,785.00	
2017-19	Manage project installation to completion	$ 24,426.00	
2017-19	Tracking & Reporting to CEC	$ 8,142.00	
2017-19	Fundraising and Finance Development		6.5%
	Total:	**$ 54,280.00**	

LEA:

American Indian Public Charter	171 12th St. Oakland, CA 94607
American Indian Public Charter School II	171 12th St. Oakland, CA 94607

Fundraising Fee: The equivalent of 6.5% fundraising fee will be billed for additional funding or financing raised or arranged by Contractor as per terms of Task 5 herein.

Payment Terms: A retainer fee shall be paid to Contractor in the amount of 20% of the total Lump Sum Fees amount shown above upon execution of this Task Order. Progress payments are due monthly with net 30 day payment terms, subject to cash flow considerations based on collections of State funds.

Coversheet

HWC Consultants Agreement for E-Rate Application

Section: III. Action Items
Item: G. HWC Consultants Agreement for E-Rate Application
Purpose: Vote
Submitted by:
Related Material: E-rate Presentation.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: HWC Consultants Agreement for E-Rate Application

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that finance committee approve the HWC Consultants Agreement to Prepare and Submit E-Rate Applications for AIMS K-12 Schools.

Committee Approval: Yes Finance Committee

Total Associated Cost:

Included in Budget? No

Funding Source:

Over/Under Budget? Amount Over/Under Budget?

N/A

Included in LCAP? N/A

Which LCAP?

hwc
CONSULTANTS

E-RATE OVERVIEW

The E-Rate program was established in 1996 and is administered by the Universal Service Administrative Company (USAC), a not-for-profit organization under the direction of the Federal Communications Commission (FCC). Its purpose is to ensure that all eligible schools, libraries, and educational organizations have affordable access to high-speed broadband services (Internet and Wi-Fi). Up to $3.9 billion is available annually for eligible services.

All qualified organizations can receive discounts on eligible services. To meet the eligibility criteria, an organization must:

- Meet the statutory definition of an elementary or secondary school as defined in the No Child Left Behind Act.
- Be a not-for-profit organization.
- Have an endowment below $50 million.
- Have CIPA-compliant Internet content filtering and a usage policy, or be willing to meet requirements within one year of applying for E-Rate.

Funding is available for the following categories of service:

- Category One is for Internet (cable, fiber, etc.).
- Category Two is for Internal Connections (Wi-Fi equipment including firewalls, wireless access points, switches, licenses, cabling, etc.), and Managed Internal Broadband Services and Basic Maintenance of Internal Connections (third-party management of this equipment).

Discounts range from 20% - 90% for eligible services, depending on the organization's student eligibility and location (urban or rural). Student eligibility is determined by either eligibility for Free and Reduced Lunch, or the federal poverty guidelines (the number of family incomes that are at or below 185% of the federal poverty guidelines). For example, an urban school that has:

- 0 students eligible will receive a 20% discount.
- 1% to 19% of its student population eligible will receive a 40% discount.
- 20% to 34% of its student population eligible will receive a 50% discount.
- 35% to 49% of its student population eligible will receive a 60% discount.
- 50% to 74% of its student population eligible will receive an 80% discount.
- 75% to 100% of its student population eligible will receive a 90% discount.*

To receive annual reimbursements, an organization must apply every year. The application cycle consists of a series of stages with specific deadlines. Each funding year's application cycle starts on July 1st. For example, on July 1, 2021, the application period opened for Funding Year 2022, which funds expenses for the 2022-2023 school year (July 1, 2022 through June 20, 2023). **If you're interested in applying for Funding Year 2022, we encourage you to contact us as soon as possible.**

For further information, including a free estimate of your savings, please contact HWC Consultants at info@hwc-consultants.com.

** The maximum Category Two discount is 85%.*

hwc
CONSULTANTS

Agreement

To Prepare and Submit E-Rate Applications

Presented to: Name
Title
Organization

Presented by: Greg Lowry
Managing Director
HWC Consultants, LLC

Date

HWC Consultants 739 Shrader Street, San Francisco, CA 94117 greg@hwc-consultants.com 415.692.0708

WHEREAS --- ("CLIENT") IS LOCATED IN CITY, STATE AND HAS REQUESTED THAT HWC CONSULTANTS, LLC ("CONSULTANT", A CALIFORNIA LLC) PREPARE AND SUBMIT E-RATE APPLICATION FORMS ON CLIENT'S BEHALF STARTING FUNDING YEAR 2021–2022. THE PARTIES HEREBY AGREE AS FOLLOWS (THE "AGREEMENT"):

I. SERVICES

Consultant will perform the following services as part of this Agreement (the "Services"):

Pre-Filing:

1. Review telecommunications services (including, as provided by Client, invoices for the most recent three months and contracts with service providers), make a list of E-Rate-applicable services, and determine eligibility for E-Rate. If during the course of review Consultant notes any opportunities for cost savings through optimization audits or service provider contract negotiations, Consultant will inform Client and any services will require a separate service agreement.
2. Work with Client contact to establish a portal account on the E-Rate Productivity Center (EPC). This is an application management portal for schools, libraries, consultants, and service providers that is required by the Universal Service Administrative Company (USAC) – Schools and Libraries Program (E-Rate).
3. Assist with E-Rate discount percentage determination (low-income student count) based on National School Lunch Program, Community Eligibility Program, or financial aid numbers provided by Client.

Form 470:

4. When needed, prepare and submit Form(s) 470 – Description of Services Requested for both Categories One and Two, in collaboration with Client. The Form 470 is the first step in the E-Rate process. The Category One Form 470 is for requests for funding for Internet services. In certain circumstances, a Category One Form 470 is not required every funding year in order to receive reimbursement. The Category Two Form 470 is for requests for funding for WiFi equipment and third-party services related to your network. The Category Two Form 470 is required each year that funding is requested.
    a. Bills of Material (BOMs) are required for Category Two applications. Consultant will prepare and submit the BOM in collaboration with the Client.
5. If a Request for Proposal (RFP) is required, Consultant will develop the document in compliance with the Client's local/state and the E-Rate program's procurement requirements and manage the process. These are separate services that are billed on an hourly basis.
6. Track and compare any bids submitted by service providers and provide Client with comparison information for Category One and Category Two services.

Form 471:

7. Prepare and submit Form(s) 471 – Services Ordered, in collaboration with Client. The Form(s) 471 is the second step in the E-Rate process and notifies USAC of the services for which Client intends to seek funding. They are required each year for Category One services, and in any year that Category Two services are applied for.

Post-Commitment:

8. Prepare and submit Form(s) 486 – FCC Form 486 (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form), which notifies USAC that the Client is receiving, or has received, service in the relevant funding year from the named service provider(s).
9. Work with service providers and USAC to collect E-Rate reimbursements for Client.
    a. Upon request of Client, notify service providers to file Form 474 - SPI (Service Provider Invoice), wherein the service provider issues E-Rate reimbursements as credits on invoice(s). Client is responsible for confirming receipt of all credits on invoices (see Section III ("Terms"), paragraph 11 below); and/or
    b. Upon request of Client, Consultant will file Form 472 - BEAR (Billed Entity Applicant Reimbursement), wherein USAC issues wire transfers for reimbursements after Client pays upfront. Client is responsible for confirming receipt of all wire transfers (see Section III ("Terms"), paragraph 11 below).
10. Assist Client with the completion of Applicant Form 498 – Service Provider and Billed Entity Identification Number and General Contact Information Form, if applicable. The purpose of the Form 498 is to collect payment information from E-Rate applicants who select to receive BEAR payments directly from USAC.
11. Compare the E-Rate funding commitment amounts with the E-Rate Quarterly Disbursements Authorization Reports and the E-Rate online database to verify that payments are released by USAC. Client is responsible for confirming receipt of all credits on invoices and/or all wire transfers (see Section III ("Terms"), paragraph 11 below).

General:

12. Meet all of the filing deadlines and application requirements as set forth in the E-Rate guidelines, provided Client gives all required materials to Consultant in a timely fashion.
13. Prepare and submit any necessary changes and/or corrections including, but not limited to, SPIN (Service Provider Identification Number) changes, service substitutions, and appeal letters.
14. Act as the contact for all routine communication with USAC, including completing requests from the Program Integrity Assurance (PIA) Review, which is the standard application review done by USAC.
15. Provide application status updates to Client contact by sending copies of relevant forms and correspondence with USAC.

16. If Client is located in the State of California, Consultant will verify that Client is registered with the California Teleconnect Fund (CTF). If participation in the program and/or the discounts cannot be confirmed, Consultant will request a copy of the Approval Letter from Client or from CTF and will submit the Approval Letter to all eligible service providers. Furthermore, if Client is not registered in the CTF program, Consultant will assist Client in registering with the program and will submit the Approval Letter to all eligible service providers.
17. Coordinate with Contact Name, the Client contact for this project.

II. Fees

The fee for each year of a Category One application is ten percent (10%) of the total committed amount, with a fee minimum of $2,500. It will be invoiced after receipt of the Funding Commitment Decision Letter (FCDL).

The fee for each year of a Category Two application (applying for Category Two funding is optional) is ten percent (10%) of the total amount reimbursed by E-Rate across all Category Two service types. The fee will be invoiced upon receipt of the final Category Two service provider invoice(s).

Fees will be billed annually for each funding year in which an application is submitted. Fees are subject to change from year-to-year and will be confirmed in writing by Consultant.

For any agreed upon separate services that are billed hourly, Consultant's hourly rate is $225.

Client will make payment to Consultant within 30 days of receipt of a detailed invoice for services completed. Invoices are payable by check or ACH. All invoices will be electronic.

Client understands that the E-Rate program has strict application deadlines. The deadline dates are announced late fall each year by USAC. Consultant will inform Client as to the deadline dates set by USAC as soon as is reasonable after the dates are announced. Consultant will request the information required to complete Form(s) 470 and Form(s) 471 from Client well in advance of the application deadline dates. Client must provide all required information, including approval to submit the applications via email, no later than two weeks before the final deadline dates. If such two-week advance deadline dates are not met by Client, a $250 expedite fee will be assessed for each deadline missed. The combined expedite fee will not exceed $500.

III. Terms

1. Client must comply with the following to participate in the E-Rate program:
   a. Client must meet the statutory definition of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)), and/or be eligible based on the Eligibility Table for Non-Traditional K-12 Students and Facilities as found on the Schools and Libraries

Division (SLD), USAC program website. Libraries must meet the statutory definition of library or library consortium found in the Library Services and Technology Act of 1996 (LSTA) (20 U.S.C. Section 9122) and must be eligible for assistance from a state library administrative agency under that Act.

b. Client must be a not-for-profit organization.
c. Client must not have an endowment exceeding $50 million.
d. Client must have USAC-compliant Internet content filtering and an Internet usage policy, and shall be solely responsible for compliance with the Children's Internet Protection Act (CIPA) as detailed by the USAC program requirements and described at: https://www.usac.org/e-rate/applicant-process/starting-services/cipa/.

2. Any uncommon expenses, such as unusual travel or courier costs, etc., will be billed back directly to Client. Expenses of this nature are not expected.
3. Client will provide Consultant with equipment records, telecommunications invoices, account numbers, contracts, proposals, and other related information during the term of this Agreement as required by Consultant.
4. Client agrees to forward to Consultant copies of any correspondence with USAC.
5. Client agrees to SPI reimbursements in order to receive CTF discounts (for California-based clients only).
6. Client will retain all documentation as required by USAC based on the required document retention policies established by USAC. Consultant will provide to Client the “E-Rate Required Documentation for Retention” list, which describes the documentation that Client is required to retain to comply with E-Rate requirements.
7. Client shall be responsible for compliance with the Open and Fair Competitive Bidding Process including, but not limited to, the vendor selection process, which includes selection of all service providers as detailed by the USAC program requirements and also described at: https://www.usac.org/e-rate/applicant-process/competitive-bidding/. One of the requirements of vendor selection in the Open and Fair Competitive Bidding Process is that Client agrees to comply with all Local, State, Federal and E-Rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
8. This engagement does not include a needs analysis, development of an RFP, detailed review and analysis of proposals, planning, development, preparation or review of a technology plan, or selective review or audit by USAC. If desired, these services may be agreed separately on an hourly basis.
9. Additional consultation is also available upon request by Client for special projects unrelated to E-Rate. For example, these might include telecom optimization audits, service provider contract negotiations, new telephone systems, LANs or WANs, facility moves, consolidations, etc., and would require a separate Agreement.
10. Consultant does not guarantee any reimbursements or the amount of such reimbursements that will be approved by USAC.
11. Consultant cannot confirm receipt of credits (including CTF credits) on invoices or wire transfers that are issued by USAC or service providers directly to Client. It is the responsibility of Client to ensure that credits and wire transfers are received, after they are filed for by Consultant and/or service providers.
12. For BEAR invoicing, Consultant is not responsible for missed reimbursements

due to Client not meeting deadline requests for invoices.

13. Client agrees to provide Consultant access to Client's EPC account in order for Consultant to act as the agent for Client, including but not limited to, the review, submittal, and certification of all E-Rate forms and records.
14. Client will complete a Letters of Agency (LOAs) for service providers (Service Provider LOA) and E-Rate (E-Rate LOA), giving Consultant access to all telecommunications and E-Rate records. Consultant will provide Client templates for both.
15. All recommendations, actions, and suggestions made by Consultant are subject to Client approval. No action shall be undertaken without the prior consent of Client, and Client retains all responsibility for any actions taken on its behalf.
16. Client agrees to review and approve all application materials prior to their online submission and certification by Consultant. Consultant reserves the right to submit and certify forms and other E-Rate materials, if necessary, to meet deadlines without Client consent.
17. Client shall be responsible for compliance with E-Rate certifications, including, but not limited to: meeting the statutory definition of an elementary or secondary school, complying with CIPA, etc. Client understands that making false statements on any information submitted to USAC can result in fine, forfeiture or imprisonment.
18. Consultant shall hold all records and information submitted for review by Client in the strictest confidence. All recommendations, actions and suggestions submitted by Consultant for Client's consideration shall be held in the strictest confidence by Client.
19. Client represents and warrants it will provide truthful information to Consultant and that Consultant may rely on the accuracy of all information provided in filing for E-Rate on Client's behalf. Client understands that failure to be in compliance and remain in compliance with E-Rate rules and orders may result in the denial of funding, cancellation of funding commitments, and//or recoupment of past disbursements, among other consequences.
20. This Agreement will remain in effect until terminated by either party with 60 days' written notice to the other party, provided that all Services have been completed, all payments have been received by Client from the service providers listed in the Form 486(s), and all fees have been paid to Consultant.
21. Consultant may use Client's name and logo in connection with any marketing initiatives it undertakes. Client may revoke this permission at any time.
22. No amendment to this Agreement will be effective unless it is in writing signed by both parties. The maximum aggregate liability of either party under this Agreement to the other party, whether such claim is in contract, tort, or otherwise, shall in no event exceed the fees paid by Client to Consultant in the 12 months prior to the act incurring such liability. This Agreement shall be construed in accordance with the laws of the State of California without regard to its principles of conflict of laws, and any suits by one party against the other shall exclusively be brought in the courts located in San Francisco, California. This Agreement is binding on and inures to the benefit of the parties and their successors and assigns. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Signature Page Follows]

The parties hereto have executed this Agreement as of the date first written above. The following individuals are valid and authorized agents for each party and their signatures represent a binding agreement to perform the duties identified. This Agreement may be executed in counterparts, which together shall be deemed one and the same instrument.

Organization Name ("Client")	HWC Consultants, LLC ("Consultant")
_____	_____
Name: Title:	Name: Greg Lowry Title: Managing Director