



AIMS K-12 College Prep Charter District

AIMS Finance Committee Meeting

Date and Time

Monday February 28, 2022 at 4:30 PM PST

Location

[Join Zoom Meeting](#)

ID: 89863894097

Passcode: 789868



[\(US\) +1 301-715-8592](#)

Passcode: 789868

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Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
II. Public Comment			4:31 PM
A. Public Comment on Agenda Items			5 m
B. Public Comment On Non-Agenda Items			5 m
III. Action Items			4:41 PM
A. School Accountability Report Cards	Vote	Mr. Williams, Ms. Akram, Ms. Golden, Ms, Tung	10 m
SARC AIMS HS			
SARC AIMS MS			
SARC AIPCS II			
B. 2022 E-Rate	Vote	Ms. Tung	10 m
C. CALSHAPE	Vote	Ms. Tung	10 m
D. AIMS LCAP	Vote	Mr. Williams, Ms. Akram, Ms. Golden, Ms. Tung	10 m
LCAP AIMS HS			
LCAP AIMS MS			
LCAP AIPCSII			
E. Finance Department Items	Vote	CBO Ballentine	20 m
1. Student and Volunteer Accident and Liability Insurance Renewal			
2. Workers Compensation Insurance Renewal			
3. 2019-2020 Measure G1 Audit			
4. Tax Shelter Annuity Vendor Approval Request			
5. 2021-2022 2nd Interim			
6. Finance Board Report			

	Purpose	Presenter	Time
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IV. Closing Items

5:41 PM

A. Adjourn Meeting

Vote

Coversheet

School Accountability Report Cards

Section:	III. Action Items
Item:	A. School Accountability Report Cards
Purpose:	Vote
Submitted by:	
Related Material:	SARC AIPCS II 2020-2021 (1).pdf SARC AIMS HS 2020-2021.pdf SARC AIPCS 2020-2021 (1).pdf

American Indian Public Charter II
2020—2021 School Accountability Report Card
Reported Using Data from the 2020—2021 School Year
California Department of Education

Address: 171 12th Street
Oakland, CA , 94607

Principal: Maryetta Golden (K-5), Riffat Akram (6th-8th)

Phone: (510) 893-8701

Grade Span: K-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

Maryetta Golden (K-5), Riffat Akram (6th-8th)

Principal, American Indian Public Charter II

About Our School

Maryetta Golden - Head of School - Elementary (K-5th)

Assuming the responsibility of Elementary Head of School this year, is considered an honor and privilege. I love working at AIMS for more reasons than one. I came out of retirement to work at AIMS, and this is my 6th year.

I hold teaching and administrative credentials, along with a B.A. in Business Administration, Political Science, and a Master's in Education. I previously was a teacher, counselor, vice principal and principal for 20+ years in public and private schools. My experiences in teaching and administration have equipped me with a myriad of tools, knowledge, and resources to support and manage AIMS Elementary. My intent and philosophy are to build and manage a strong school community, yet be flexible and eager to reinforce what I know when it comes to acquiring new ideas to improve teaching strategies and student achievement!

Riffat Akram - Head of Schools - Middle School (6th - 8th)

I received a Certificate of School Management & Leadership from Harvard University, Administrative Services Credentials from St. Mary's College and Master's in Education (Curriculum Development) + teaching credential from CSUEB.

I have over 15 years of experience working in private and public schools. I started my career as a Middle School Math/Science teacher and then taught Biology/AP Biology in High Schools. Prior to joining AIMS I worked as Curriculum & Academic Affairs Coordinator at another Charter District. This is my fourth year at AIMS. I am grateful for the opportunities to work as Dean, Head of Academics and now as Head of Middle Schools. Originating from a diverse background myself and working in the private & public education sectors in a variety of roles provided me with the real life insights about the needs and challenges of our youth.

As the Head of Schools, students' safety, their emotional & social well being, and their academic growth are my highest priorities.

My goal is to provide the equitable environment, opportunities, and resources to all students that they need to thrive during the critical phase of their Middle School years.

Contact

American Indian Public Charter II
171 12th Street
Oakland, CA 94607

Phone: (510) 893-8701
Email: maryetta.golden@aimsk12.org

Contact Information (School Year 2021—2022)

District Contact Information (School Year 2021—2022)

District Name	AIMS K-12 College Prep Charter District
Phone Number	510-893-8701
Superintendent	Woods-Cadiz, Maya
Email Address	maya.woods-cadiz@aimsk12.org
Website	aimsk12.org

School Contact Information (School Year 2021—2022)

School Name	American Indian Public Charter II
Street	171 12th Street
City, State, Zip	Oakland, CA , 94607
Phone Number	(510) 893-8701
Principal	Maryetta Golden (K-5), Riffat Akram (6th-8th)
Email Address	maryetta.golden@aimsk12.org
Website	http://www.aimsk12.org
County-District-School (CDS) Code	01612590114363

Last updated: 2/2/22

School Description and Mission Statement (School Year 2021—2022)

About AIMS K-8

School Name: AIMS K-8; Formerly known as American Indian Public Charter School II (AIPCS II)

Year Founded: 1996 (AIMS MS) and 2012 (AIMS K-8) (Oakland, CA)

Mascot: Golden Eagles

School Colors: Red, Athletic Gold, and Royal Blue*

Number of Students: 675

Website: www.aimsk12.org

Email Address: middleschool@aimsk12.org, elementary@aimsk12.org

School Address: 171 12th Street, Oakland, CA 94607

Office Phone Number: (510) 893-8701

Head of School: Riffat Akram and Maryetta Golden

Superintendent: Maya Woods-Cadiz, M.Ed.

AIMS K-8 serves 675 inner-city K – 8th grade students. The focus of AIMS K-8 is excellent student attendance (97%). This has been the foundation to ensure academic success in English Literature and mathematics. The curriculum has been designed to enhance the academic skills of socio-economically disadvantaged students. AIMS K-8 also provides instruction that develops the students' academic skills in writing, science, social science, foreign language and visual performing arts, in order to be productive members in a global 21st century society. This will be a collaborative effort between school, family, and community members.

AIMS History

Founded as a middle school in 1996, AIMS K-12 began as American Indian Public Charter School (AIPCS) by Native American families looking to retain a cultural connection for their children. AIPCS was Oakland's second publicly-funded charter school. In 2006, AIPCS became the first public charter school in Oakland to win recognition as a National Blue Ribbon School. Later that year, AIPCS expanded to include AIPHS and in 2012, AIMS K-12, expanded once more to include an elementary school. Historically, AIPCS has been recognized by US News and World Report as well as the Washington Post as one of the most challenging academic high schools in the nation.

During the 2018-19 school year, the AIMS Board of Trustees agreed to change the name of AIPCS and AIPCS II to AIMS College Prep Middle School (AIMS MS) and AIMS College Prep Elementary (AIMS Elementary). During the 2019-20 school year the AIMS K12 College Prep Charter District received the California Charter School Association Hart Vision Award, recognizing the AIMS schools as the Northern California Charter school network of the year.

Mission Statement

AIMS exists to prepare all students, especially those who have been traditionally underserved, to enter a four-year college after graduation from high school and complete at minimum a four-year degree.

AIMS Credo

The Family - We are a family at AIMS K-12.

The Goal - We are always working for academic and social excellence.

The Faith - We will prosper by focusing and working toward our goals.

The Journey - We will go forward, continue working, and remember we will always be a part of the AIMS K-12 family.

AIMS Values

Excellence - Commitment to excellence in all that we do.

Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable.

Empathy - Recognition of dignity and worth of every human being.

Family and Community - Building of family and community.

Equity - Social awareness and justice that leads to action.

Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators

AIMSTRONG

AIMSTRONG has developed into the official moniker of the AIMS K12 College Prep Charter District. When taken in its totality, AIMSTRONG best conveys the model AIMS student:

Academics: Academics is the first word in AIMSTRONG and is the cornerstone to future success. Academics means developing and growing our scholarship, our grades, our inquiry, our brains.

Integrity: Being honest and possessing strong moral principles. Integrity means being true to our best selves consistently.

Mentorship: Providing guidance, influence, and direction to your AIMS community. Mentorship is serving our neighbors, community and families, especially with our strengths.

Strength: The influence or power possessed by you to combat the rigors of academics and real-life while resisting being moved or broken. Strength is both physical growth and the will power to complete the work we begin.

Teamwork: The combined action of each group member doing their part selflessly to benefit the whole. Teamwork is being part of a group which has an agreed goal.

Responsibility: Moral, legal, or mental accountability and taking ownership for one's actions. Responsibility is when we own our real part of getting teamwork, family, and planning done.

Organization: Preparation and efficiency when coordinating and carrying out activities. Organization is both how we plan and what we do to get things done systematically.

Nerve: Displaying courage, power, control and steadiness under pressure. Nerve knows when to step out to make a change in a situation or plan.

Grit: To keep going to accomplish our plans, even when there are strong obstacles. Grit is best personified in our ability to be knocked down and to get back up again.

AIMS Model

Pedagogy and Practices: In order for AIMS to meet our mission of success we have designed K-12 instruction toward the goal of mastery of the spiral progression of learning standards.

Diversity and Inclusion: We believe that each child has a unique talent and purpose. We see and celebrate differences, and do not tolerate bullying or prejudices.

Every student has opportunities to learn individually and in groups.

Teachers are expected to regularly examine their own biases with respect to student behavior and aptitude.

AIMS functions as a school designed to serve traditionally underserved communities. The programming design of AIMS will prioritize the needs of these communities.

Teachers are expected to support students in accessing the general education classroom whenever possible.

Parent communications will happen with the support of translators whenever possible.

Students are encouraged to share their cultural traditions at school functions.

AIMS staff is committed to supporting students in practicing dialogue and critical thinking when both inspirations and conflicts arise.

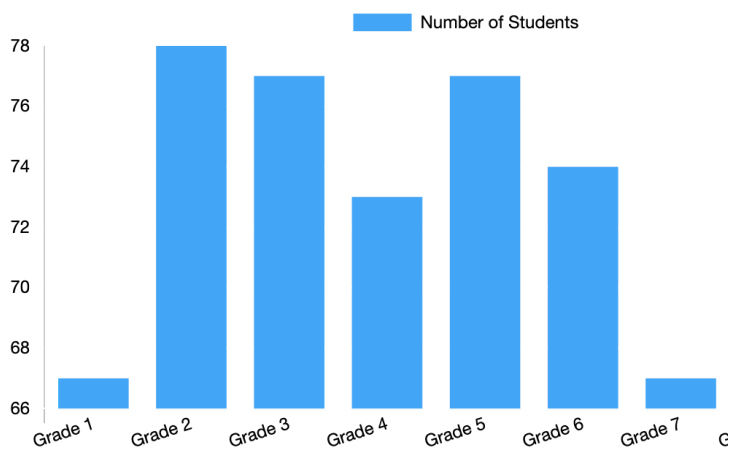
At AIMS, we accept and respect each other regardless of race, religion, or orientation.

Learning Environment: The AIMS Model classroom is one that is orderly and clean. We believe that an orderly classroom increases time on task for instruction. Students are expected to help in the upkeep of their classrooms and school environment and teachers may assign students classroom jobs to help promote classroom culture and efficiency.

Last updated: 1/15/22

Student Enrollment by Grade Level (School Year 2020—2021)

Grade Level	Number of Students
Grade 1	67
Grade 2	78
Grade 3	77
Grade 4	73
Grade 5	77
Grade 6	74
Grade 7	67
Grade 8	78
Kindergarten	68
Total Enrollment	659



Last updated: 1/14/22

Student Enrollment by Student Group (School Year 2020—2021)

Student Group	Percent of Total Enrollment
Female	52.50%
Male	47.50%
Non-Binary	0.00%
American Indian or Alaska Native	0.30%
Asian	42.00%
Black or African American	37.80%
Filipino	0.90%
Hispanic or Latino	8.80%
Native Hawaiian or Pacific Islander	0.50%
Two or More Races	2.70%
White	6.10%

Student Group (Other)	Percent of Total Enrollment
English Learners	31.70%
Foster Youth	0.00%
Homeless	0.00%
Migrant	0.00%
Socioeconomically Disadvantaged	70.70%
Students with Disabilities	3.80%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA) (School Year 2020—2021)

Indicator	Number
Credentialed Teachers Authorized on a Permit or Waiver	
Local Assignment Options	
Total Out-of-Field Teachers	

Last updated:

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2021—2022)

Year and month in which the data were collected: Not Available

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	<p>Benchmark Advance - New, innovative, comprehensive English and Spanish Reading/Language Arts programs built to address key shifts in curriculum and instruction to meet the rigor and expectations of the new standards. Integrated reading, writing, speaking, and listening instruction is delivered in print and digital formats to meet the needs of districts implementing a reading collaborative, balanced approach, or workshop model.</p> <p>Middle School</p> <p>Current Texts/Curriculum: 6th-8th Classical Novel based aligned with CCC for ELA.</p> <p>6th Grade: The Outsiders by S.E. Hinton, Call of the Wild by Jack London, Red Scarf Girl by Ji-Li Jiang, The Giver by Lois Lowry</p> <p>7th Grade: Anne Frank: Diary of a Young Girl by Anne Frank, Animal Farm by George Orwell, A Midsummer Night's Dream by William Shakespeare, Fahrenheit 451 by Ray Bradbury</p> <p>8th Grade: To Kill a Mockingbird by Harper Lee, Across Five Aprils by Irene Hunt, Narrative of the Life of Frederick Douglass by Frederick Douglass, Night by Elie Wiesel.</p> <p>Supplemental Resources: Standards Plus Quill.org - Interactive Writing and Grammar</p>		0%
Mathematics	<p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade K. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 1. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 2. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 3. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 4. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 5.. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 6. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Accelerated Grade 7. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Algebra I. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015.</p> <p>ALEKS, McGraw Hill Education, 2020</p>		0%

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Science	<p>Delta Education Foss Science Investigations Guide</p> <p>The Investigations Guide is the core instructional tool for teachers and provides them with the support and strategies to successfully facilitate FOSS investigations.</p> <p>Teacher Resources</p> <p>Teacher Resources guides teachers in the instructional design behind FOSS Next Generation. This valuable tool includes chapters on assessment, science notebooking, science-centered language development, and more along with all teaching masters.</p> <p>Equipment Kits</p> <p>Each FOSS Next Generation module features an equipment kit with all the necessary materials to complete each investigation and enough consumable materials for three class uses.</p> <p>Technology</p> <p>FOSS Next Generation offers a variety of integrated technology resources for teachers and students through the FOSSweb including digital teacher support, interactive simulations and virtual investigations, and other additional resources.</p> <p>FOSS Science Resources Book</p> <p>FOSS Science Resources is a book of original readings, called articles, developed to accompany each module. Students read the articles in the book covering specific concepts as they progress through the module's investigations.</p> <p>CA Inspire Science Grade 8 - Physical Science: McGraw Hill Education, pub. 2018</p> <p>CA Inspire Science Grade 7 - Life Science: McGraw Hill Education, pub. 2018</p> <p>CA Inspire Science Grade 6- Earth & Space Science: McGraw Hill Education, pub. 2018</p>		0%
History-Social Science	<p>Flynn, Kathy. 180 Days of Social Studies for Kindergarten: Practice, Assess, Diagnose. Shell Educational Pub., 2018.</p> <p>Flynn, Kathy. 180 Days of Social Studies for First Grade: Practice, Assess, Diagnose. Shell Educational Pub., 2018.</p> <p>McNamara, Terri. 180 Days of Social Studies for Second Grade: Practice, Assess, Diagnose. Shell Education, 2018.</p> <p>McNamara, Terri. 180 Days of Social Studies for Third Grade: Practice, Assess, Diagnose. Shell Education, 2018.</p> <p>Tomlinson, M., Wassmer, G., & Margaret, W. (2018). 180 Days of social studies for fourth grade: practice, assess, diagnose. Huntington Beach, CA: Shell Education.</p> <p>Cotton, C., Elliott, P., & Joye, M. (2018). 180 Days of social studies for fifth grade: practice, assess, diagnose. Huntington Beach, CA: Shell Education.</p> <p>Middle School</p> <p>History Alive: The Medieval World and Beyond. Rancho Cordova: Teacher's Curriculum Institute, 2017</p> <p>History Alive: The Medieval World and Beyond. Rancho Cordova: Teacher's Curriculum Institute, 2019</p> <p>History Alive: The United States Through Industrialism. Rancho Cordova: Teacher's Curriculum Institute, 2017</p>		0%
Foreign Language	<p>Mandarin (Adopted 2018-2019)</p> <p>Liu, Y., Yao, T., Bi, N., Ge, L., and Shi. Y. Integrated Chinese (4th Edition). Boston: Cheng & Tsui Company, Inc., 2017</p> <p>Spanish (Adopted 2018-2019)</p> <p>¡AVANCEMOS! (Level One). Austin: Holt McDougal, 2010.</p>		0%
Health	<p>Online materials/supplemental resources are utilized to inform students' of awareness and wellness.</p> <p>Wellness Committee will be created to benefit a healthier school environment.</p> <p>www.schools.healthiergeneration.org</p> <p>www.ama-assn.org</p> <p>www.actionforhealthykids.org</p>		0%
Visual and Performing Arts	<p>Allen, M., Gillespie, R., and Hayes, P. Essential Elements for Strings: A Comprehensive String Method (Book One). Milwaukee: Hal Leonard Corporation, 2004.</p>		0%

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

Last updated: 1/15/22

School Facility Conditions and Planned Improvements

General
Our school prides itself in providing a safe, clean, and well-maintained environment to its families and staff members. We have used the Facility Inspection Tool from the State of California OPSC (Office of Public School Construction) to systematically gather insight into the condition of our facility. The school grounds, restrooms, and building are in excellent condition. Any repairs or problems are given immediate attention.

Maintenance and Repairs
AIMS model dictates that anything that requires maintenance or repair be addressed in an effective and timely fashion. Any issues that arise during the school day are communicated to the appropriate personnel by our admin team to be serviced. Maintenance/repair personnel are immediately contacted by our admin staff during the day an issue.

Last updated: 1/15/22

School Facility Good Repair Status

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: January 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: January 2022

Overall Rating	Good
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Last updated: 1/15/22

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
- **SARC Reporting in the 2020–2021 School Year Only**
Where the most viable option, LEAs were required to administer the statewide summative assessments for ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:
 - Aligned with CA CCSS for ELA and mathematics;
 - Available to students in grades 3 through 8, and grade 11; and
 - Uniformly administered across a grade, grade span, school, or district to all eligible students.
 - **Options:** Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:
 - Smarter Balanced ELA and mathematics summative assessments;
 - Other assessments meeting the SBE criteria; or
 - Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.
 - **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven taking and completing a state-administered assessment

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
English Language Arts / Literacy (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
Mathematics (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: The 2020–2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020–2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–2021 school year to other school years.

Last updated: 1/15/22

**CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment
 Grades Three through Eight and Grade Eleven
 (School Year 2020—2021)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	442	409	92.53	7.47	60.69
Female	227	213	93.83	6.17	65.88
Male	215	196	91.16	8.84	55.10
American Indian or Alaska Native	--	--	--	--	--
Asian	192	178	92.71	7.29	71.35
Black or African American	159	147	92.45	7.55	58.50
Filipino	--	--	--	--	--
Hispanic or Latino	49	44	89.80	10.20	46.51
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	11	11	100.00	0.00	63.64
White	24	22	91.67	8.33	14.29
English Learners	136	120	88.24	11.76	36.97
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	314	290	92.36	7.64	58.13
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for ELA.
 Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/15/22

**CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
 Grades Three through Eight and Grade Eleven
 (School Year 2020—2021)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	442	420	95.02	4.98	64.11
Female	227	219	96.48	3.52	66.82
Male	215	201	93.49	6.51	61.19
American Indian or Alaska Native	--	--	--	--	--
Asian	192	184	95.83	4.17	79.89
Black or African American	159	152	95.60	4.40	55.63
Filipino	--	--	--	--	--
Hispanic or Latino	49	45	91.84	8.16	43.18
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	11	11	100.00	0.00	63.64
White	24	21	87.50	12.50	38.10
English Learners	136	126	92.65	7.35	48.00
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	314	297	94.59	5.41	62.84
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for Mathematics.
 Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/15/22

Local Assessment Test Results in ELA by Student Group
Assessment Name(s): Scholastic Reading Inventory
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	420	395	94	6	66
Female	218	206	94	6	69
Male	202	189	93	7	64
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	184	177	96	7	77
Black or African American	157	146	92	8	65
Filipino	2	2	50	50	1
Hispanic or Latino	42	39	92	8	46
Native Hawaiian or Pacific Islander	2	2	100	0	0
Two or More Races	8	8	100	0	37
White	25	22	88	12	36
English Learners	129	120	93	7	42
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	307	286	93	7	63
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	8	6	75	25	37

*At or above the grade-level standard in the context of the local assessment administered.
 Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
 Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
 Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/1/22

Local Assessment Test Results in Mathematics by Student Group
Assessment Name(s): Illuminate Pink Math Benchmark
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	225	215	95	5	50
Female	119	116	97	3	50
Male	106	99	93	7	50
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	101	96	95	5	54
Black or African American	91	86	94	6	52
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	18	18	100	0	33
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
White	15	15	100	0	40
English Learners	67	65	97	3	46
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	174	166	95	5	48
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	4	4	100	0	50

*At or above the grade-level standard in the context of the local assessment administered.
 Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
 Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
 Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/1/22

Local Assessment Test Results in Mathematics by Student Group
Assessment Name(s): Scholastic Math Inventory
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	180	145	80	20	61
Female	92	76	82	18	65
Male	88	69	78	22	56
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	81	72	88	12	75
Black or African American	59	43	72	28	58
Filipino	1	1	100	0	100
Hispanic or Latino	24	22	91	9	25
Native Hawaiian or Pacific Islander	2	2	100	0	0
Two or More Races	4	2	50	50	50
White	9	9	100	0	22
English Learners	40	29	72	8	31
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	140	118	84	16	33
Students Receiving Migrant Education Services	55	N/A	N/A	N/A	N/A
Students with Disabilities	7	5	71	29	20

*At or above the grade-level standard in the context of the local assessment administered.
 Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
 Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
 Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/2/22

CAASPP Test Results in Science for All Students
Grades Five, Eight and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
Science (grades 5, 8, and high school)	N/A	41.33	N/A	N/T	N/A	28.72

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: For any 2020–2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Last updated: 1/15/22

CAASPP Test Results in Science by Student Group
Grades Five, Eight and High School (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	154	151	98.05	1.95	41.33
Female	78	76	97.44	2.56	35.53
Male	76	75	98.68	1.32	47.30
American Indian or Alaska Native	0	0	0	0	0
Asian	71	69	97.18	2.82	48.53
Black or African American	52	52	100.00	0.00	38.46
Filipino	0	0	0	0	0
Hispanic or Latino	14	13	92.86	7.14	46.15
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	11	11	100.00	0.00	9.09
English Learners	38	37	97.37	2.63	10.81
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	115	113	98.26	1.74	38.05
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for Science.

Last updated: 1/15/22

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2021-2022)

Parent meeting with administrators on a Zoom meeting once per month for a time for drop in “office hours.” We want to include their voice in what goes on in our school. Therefore, these monthly meetings will allow them to be heard and feel their opinion counts. In addition to these monthly meetings, we have what is called The Principal’s Parent Chat on a monthly basis with Ms. Golden. This meeting will be somewhat different than the zoom meeting, because it will be in-person in Ms. Golden’s office. A light breakfast will be served. This will create a warmer, personal atmosphere.

There are various topics covered in the Principal’s Parent Chat including scheduled work days at AIMS where parents can come in to perform support for schools on rotating days. Additionally, there is COVID testing for parents, parental classroom support, and communication sent out via ParentSquare. Marketing collaboration with Ms. Chu (Marketing & Communications Coordinator) takes place as well as parent lunch supervision for elementary beginning at 11:30 AM on the 1st and 2nd floors.

Mrs. Oden will be leading parent engagement activities and parents will receive AIMS swag and gift cards, per Mrs. Oden’s discretion. Additionally, parent newsletters will be sent out, campus tours will be had, and AIMS K-8 Townhall meetings will take place all in an effort to involve parents in our day to day operations. Parents will have the following opportunities: food handling, COVID testing assistance, ESL classes with Ms. Bani, classroom support, lunch supervision, and collaboration with AIMS to seek donations for goods and food for parent events (i.e Safeway, Panera, etc.).

Additionally, AIMS K-8 host townhall meetings once a month via zoom to allow families to engage and to feel supported and heard in their child education. As apart of the CA Healthy Kids parent surverys are sent home annually to families around school climate and culture. AIMS K-8 offers a FAC Facmily Advisory Council and a School Site Council to ensure families are offered the opprotunity to have a voice.

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates
- Chronic Absenteeism

**Chronic Absenteeism by Student Group
(School Year 2020—2021)**

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	678	665	25	3.8
Female	357	350	10	2.9
Male	321	315	15	4.8
American Indian or Alaska Native	284	279	9	4.8
Asian	2	2	0	0.0
Black or African American	253	251	6	2.4
Filipino	6	6	0	0.0
Hispanic or Latino	64	63	6	9.5
Native Hawaiian or Pacific Islander	4	3	0	0.0
Two or More Races	20	20	2	10.0
White	42	41	2	4.9
English Learners	234	229	11	4.8
Foster Youth	0	0	0	0.0
Homeless	0	0	0	0.0
Socioeconomically Disadvantaged	491	482	21	4.4
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	26	26	4	15.4

Last updated:

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions
(data collected between July through June, each full school year respectively)

Rate	School 2018-2019	School 2020-2021	District 2018-2019	District 2020-2021	State 2018-2019	State 2020-2021
Suspensions	3.50%	0.00%	4.40%	0.03%	3.47%	0.20%
Expulsions	0.00%	0.00%	0.09%	0.00%	0.08%	0.00%

Note: Data collected during the 2020–21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Suspensions and Expulsions for School Year 2019—2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-2020	District 2019-2020	State 2019-2020
Suspensions	2.84%	3.64%	2.45%
Expulsions	0.15%	0.07%	0.05%

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to other year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to other school years.

Last updated: 1/15/22

Suspensions and Expulsions by Student Group
 (School Year 2020—2021)

Student Group	Suspensions Rate	Expulsions Rate
All Students	0	0
Female	0	0
Male	0	0
Non-Binary	0	0
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

Last updated:

School Safety Plan (School Year 2021-2022)

<p>Safety is one of our utmost concerns. To ensure the safety of our students, we have done the following things:</p> <ol style="list-style-type: none"> 1. Conducted regular monthly fire drills. 2. Practiced meeting at a predetermined location in case of a fire. Evacuation maps and Exit Routes are placed in every room on campus. 3. Hired a fire safety expert to inspect our fire alarm and fire extinguisher every year. 4. Ensured all classrooms have an emergency kit in the classrooms. 5. Trained each teacher to respond to earthquake and fire emergency. 6. Practiced the “duck and cover routine” for earthquakes. 7. Updated our emergency kit with first-aid and disaster supplies. 8. Implemented an Emergency Lockdown procedure and conduct two lockdown procedures per academic year. 9. Implemented a Shelter in Place procedure. 10. Continued to address bullying, abuse and other issues regarding safety and the well-being of students and staff members. 11. Continued to follow through with a Traffic Safety plan. 12. Designated a Safe School Plan Committee.

Last updated: 2/2/22

D. Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) School Year 2018—2019

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K	25.00		3	
1	28.00		3	0
2	26.00		3	
3	28.00		3	
4	33.00		2	1
5	33.00		2	1
6	32.00		2	1
Other**				0

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2019—2020

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K	23.00	0	3	
1	23.00	0	3	
2	26.00	0	3	
3	24.00	0	3	
4	27.00	0	3	
5	25.00	0	3	
6	27.00	0	3	
Other**		0		

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2020–2021

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K	23.00		3	
1	22.00		3	
2	26.00		3	
3	26.00		3	
4	24.00	0	3	
5	30.00	0	3	0
6	24.00	0	3	
Other**				

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018—2019)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	27.00		2	0
Math	27.00	1	2	0
Science	27.00	1	2	0
Social Science	27.00	1	2	0

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019—2020)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	24.00	0	3	0
Math	24.00	0	3	0
Science	24.00	0	3	0
Social Science	24.00	0	3	0

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2020–2021)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	30.00	0	3	0
Math	30.00	0	3	0
Science	30.00	0	3	0
Social Science	30.00	0	3	0

Last updated: 2/2/22

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2020—2021)

Title	Ratio
Pupils to Academic Counselor*	659.0

Last updated: 1/1/00

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2020—2021)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.20
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	0.00
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	0.00
Resource Specialist (non-teaching)	1.00
Other	0.00

Last updated: 1/1/00

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2019—2020)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$14963.00	\$3813.00	\$11150.00	\$64294.00
District	N/A	N/A	--	\$68321.00
Percent Difference – School Site and District	N/A	N/A	--	-6.07%
State	N/A	N/A	\$8443.83	\$84665.00
Percent Difference – School Site and State	N/A	N/A	23.54%	-27.35%

Last updated: 2/2/22

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2020–2021)

After School Tutoring/Saturday School

In 2020–2021 AIPCS II had intervention aides who provided instructional support to the 6th through 8th grade students via small-group tutoring both during and after school. Tutoring groups are based on ability level. Classroom teachers assess students then assign students to tutoring groups. The tutors and resource teachers frequently collaborate with and provide ongoing updates to classroom teachers to support the students' academic needs. Some teachers even offer free tutoring for students during Saturday school. Tutoring is an integral part of the AIMS Model and ensures that students receive the academic assistance needed to be successful at AIPCS II.

AIMS MS Extended School Year

AIPCS II students attend an extended school year for three weeks between June and July. The extended school year serves as a starting point for the new school year. For many new students, the extended school year provides opportunity for students to acclimate to the AIMS K-12 model and academic rigors associated with AIPCS II.

Techbridge Engineering Club

Techbridge's hands-on science program for girls from 6th to 8th grade. Participating students met once a week to work on projects.

Title I & Title III

Through Title I and Title III funding we are able to offer programs and services to students with after-school tutoring support. In addition, we offer a comprehensive ELD intervention program to support the needs of our ELL population. Push in and pull out intervention services are offered for students who are failing or at risk of failing to meet AIMS standards.

After School Program

AIPCS II partnered with Bay Area Community Resources (BACR) to provide after school enrichment and academic support.

National School Lunch Program

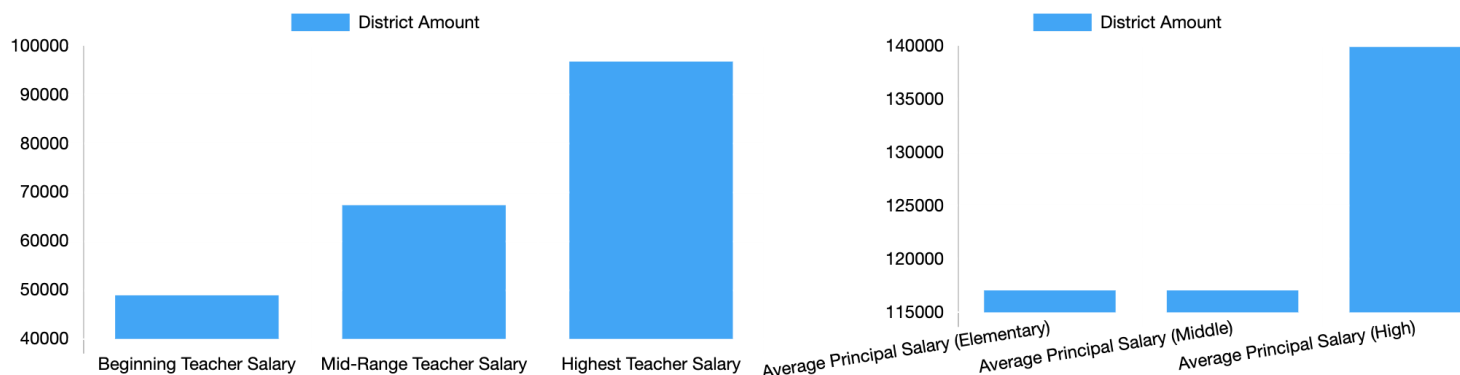
We are proud to be able to provide students with access to a variety of affordable and appealing foods that meet the health and nutrition needs of students. All meals, foods, and beverages sold or served at school meet state and federal requirements based on the USDA Dietary Guidelines. All meals, foods, and beverages are prepared and served by qualified child nutrition professionals to ensure all students are provided access to healthy meal

Last updated: 2/2/22

Teacher and Administrative Salaries (Fiscal Year 2019—2020)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48926.00	\$50897.00
Mid-Range Teacher Salary	\$67368.00	\$78461.00
Highest Teacher Salary	\$96755.00	\$104322.00
Average Principal Salary (Elementary)	\$111968.00	\$131863.00
Average Principal Salary (Middle)	\$117064.00	\$137086.00
Average Principal Salary (High)	\$139888.00	--
Superintendent Salary	\$336169.00	\$297037.00
Percent of Budget for Teacher Salaries	29.00%	32.00%
Percent of Budget for Administrative Salaries	8.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.



Last updated:

Professional Development

Measure	2019-2020	2020-2021	2021-2022
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Measure	2019-2020	2020-2021	2021-2022
Number of school days dedicated to Staff Development and Continuous Improvement	41	33	34

AIMS College Prep High
2020—2021 School Accountability Report Card
Reported Using Data from the 2020—2021 School Year
California Department of Education

Address:	746 Grand Ave. Oakland, CA , 94610	Principal:	Maurice Williams, Head of School
Phone:	5102205044	Grade Span:	9-12

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

Maurice Williams, Head of School

Principal, AIMS College Prep High

About Our School

Mr. Maurice Williams is from Oakland, California and is a graduate of Oakland Public Schools. Head of School, Maurice Williams, Jr. has nearly 10 years in education experience, and is in his ninth year as a member of the AIMS K12 Charter District. He has taught at AIMS Elementary, Middle, and High Schools, served as Dean of Middle School, Head of Middle Schools, High School Head of Division, and Head of High School. Head of School Williams has a Bachelor of Arts from Stillman College (HBCU) and his Master of Public Policy from Pepperdine University.

Contact

AIMS College Prep High
746 Grand Ave.
Oakland, CA 94610

Phone: 5102205044
Email: maurice.williams@aimsk12.org

Contact Information (School Year 2021—2022)

District Contact Information (School Year 2021—2022)

District Name	AIMS K-12 College Prep
Phone Number	5108938701
Superintendent	Woods, Maya
Email Address	maya.woods-cadiz@aimsk12.org
Website	http://www.aimsk12.org

School Contact Information (School Year 2021—2022)

School Name	AIMS College Prep High
Street	746 Grand Ave.
City, State, Zip	Oakland, CA , 94610
Phone Number	5102205044
Principal	Maurice Williams, Head of School
Email Address	maurice.williams@aimsk12.org
Website	http://www.aimsk12.org
County-District-School (CDS) Code	01612590111856

Last updated: 2/1/22

School Description and Mission Statement (School Year 2021—2022)

<p>About AIMS HS</p> <p>High School Name: AIMS College Prep High School (AIMS HS); Formerly known as American Indian Public High School (AIPHS)</p> <p>Year Founded: 2006 (Oakland, CA)</p> <p>Mascot: Golden Eagles</p> <p>School Colors - Red, Athletic Gold, and Royal Blue*</p> <p>Number of Students: 450</p> <p>Website: www.aimsk12.org</p> <p>Email Address: highschool@aimsk12.org</p> <p>High School Address: 746 Grand Ave., Oakland, CA 94610</p> <p>Office Phone Number: (510) 220-5044</p> <p>Head of School: Maurice Williams, MPP</p> <p>Superintendent: Maya Woods-Cadiz, M.Ed.</p> <p>Nestled in the heart of the beautiful Lake Merritt area, the AIMS HS Lakeview campus is located across from the historic Grand Lake Theatre. Surrounded by local restaurants and shops, we are less than a 5-minute walk away from the lake. AIMS College Prep High School serves 450 inner-city 9th – 12th grade students. The focus of AIMS High School is excellent student attendance (97%). This has been the foundation to ensure academic success in English Literature and mathematics. The curriculum has been designed to enhance the academic skills of socio-economically disadvantaged students. AIMS High School also provides instruction that develops the students’ academic skills in writing, science, social science, business, and the humanities in order to be productive members in a global 21st century society. This will be a collaborative effort between school, family, and community members. Every year, 100% of AIMS High School’s students are accepted into 4-year colleges, including UC Berkeley, UCLA, USC, Yale, Columbia, UC Davis, Dartmouth, Wesleyan, NYU, Grambling State, Howard University, and Morehouse College.</p> <p>AIMS HS History</p> <p>In 1996, American Indian Model Schools (AIMS) founded American Indian Public Charter School (AIPCS) a middle school by Native American families looking to retain a cultural connection for their children. AIPCS was Oakland’s third public charter school. In 2006, AIPCS became the first public charter school in Oakland to win recognition as a National Blue Ribbon School. Later that year, AIPCS expanded to include American Indian Public High School (AIPHS), and, in 2012, expanded again to include American Indian Public Charter School II (AIPCS II) as a K-8 campus. Historically, AIPHS has been recognized by US News and World Report as well as the Washington Post as one of the most challenging academic high schools in the Nation, a recognition that has expanded into the term of our current charter.</p> <p>During the 2018-19 school year, the AIMS Board of Trustees (the “Board”) took action to change the name of AIPHS to AIMS College Prep High School (AIMS HS). During the 2019-20 school year, AIMS College Prep High School was awarded the A-G Award from Families In Action (FIA) with 100% A-G graduate rate completion for African-American students. Additionally, in 2020, the AIMS K12 organization received the California Charter School Association Hart Vision Award, recognizing AIMS as the Northern California Charter school network of the year. In 2017, AIMS HS began its first athletic program. Since that time, our sports teams have won 4 varsity championships, 3 varsity championship runner-up’s, 5 JV Championships, 2 CIF-Oakland Section Championship Runner-Ups, and 8 students participated in the CIF State Championships over a two year period. Students must maintain a 3.0 GPA in order to partake in AIMS sports programs.</p> <p>Mission Statement</p> <p>AIMS exists to prepare all students, especially those who have been traditionally underserved, to enter a four-year college after graduation from high school and complete at minimum a four-year degree.</p> <p>AIMS Credo</p> <p>The Family - We are a family at AIMS K-12.</p> <p>The Goal - We are always working for academic and social excellence.</p> <p>The Faith - We will prosper by focusing and working toward our goals.</p> <p>The Journey - We will go forward, continue working, and remember we will always be a part of the AIMS K-12 family.</p> <p>AIMS Values</p> <p>Excellence - Commitment to excellence in all that we do.</p> <p>Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable.</p> <p>Empathy - Recognition of dignity and worth of every human being.</p> <p>Family and Community - Building of family and community.</p> <p>Equity - Social awareness and justice that leads to action.</p> <p>Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators</p> <p>AIMSTRONG</p> <p>Coined in 2016 by Maurice Williams, founder of the AIMS Athletics Department, as part of a rallying cry for its sports programs, AIMSTRONG has developed into the official moniker of the AIMS K12 College Prep Charter District. When taken in its totality, AIMSTRONG best conveys the model AIMS student:</p> <p>Academics: Academics is the first word in AIMSTRONG and is the cornerstone to future success. Academics means developing and growing our scholarship, our grades, our inquiry, our brains.</p> <p>Integrity: Being honest and possessing strong moral principles. Integrity means being true to our best selves consistently.</p> <p>Mentorship: Providing guidance, influence, and direction to your AIMS community. Mentorship is serving our neighbors, community and families, especially with our strengths.</p> <p>Strength: The influence or power possessed by you to combat the rigors of academics and real-life while resisting being moved or broken. Strength is both physical growth and the will power to complete the work we begin.</p> <p>Teamwork: The combined action of each group member doing their part selflessly to benefit the whole. Teamwork is being part of a group which has an agreed goal.</p> <p>Responsibility: Moral, legal, or mental accountability and taking ownership for one’s actions. Responsibility is when we own our real part of getting teamwork, family, and planning done.</p> <p>Organization: Preparation and efficiency when coordinating and carrying out activities. Organization is both how we plan and what we do to get things done systematically.</p> <p>Nerve: Displaying courage, power, control and steadiness under pressure. Nerve knows when to step out to make a change in a situation or plan.</p> <p>Grit: To keep going to accomplish our plans, even when there are strong obstacles. Grit is best personified in our ability to be knocked down and to get back up again.</p> <p>AIMS Model</p>

Pedagogy and Practices: In order for AIMS to meet our mission of successful acceptance to a four year college or university, we have designed K-12 instruction toward the goal of mastery of the spiral progression of learning standards.

Diversity and Inclusion: We believe that each child has a unique talent and purpose. We see and celebrate differences, and do not tolerate bullying or prejudices.

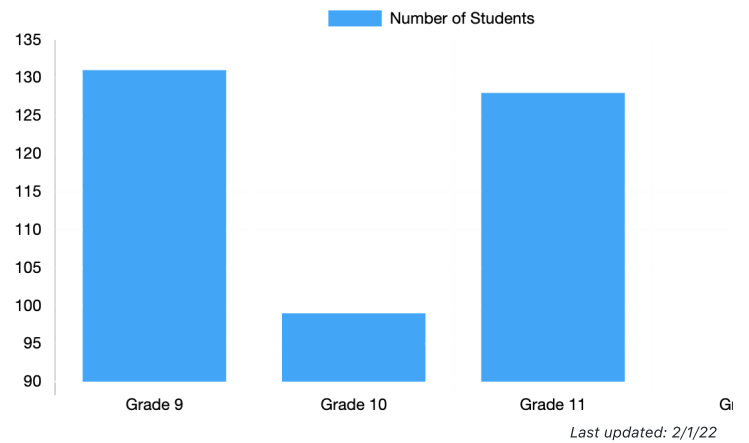
- ? Every student has opportunities to learn individually and in groups.
- ? Teachers are expected to regularly examine their own biases with respect to student behavior and aptitude.
- ? AIMS functions as a school designed to serve traditionally underserved communities. The programming design of AIMS will prioritize the needs of these communities.
- ? Teachers are expected to support students in accessing the general education classroom whenever possible.
- ? Parent communications will happen with the support of translators whenever possible.
- ? Students are encouraged to share their cultural traditions at school functions.
- ? AIMS staff is committed to supporting students in practicing dialogue and critical thinking when both inspirations and conflicts arise.
- ? At AIMS, we accept and respect each other regardless of race, religion, or orientation.

Learning Environment: The AIMS Model classroom is one that is orderly and clean. We believe that an orderly classroom increases time on task for instruction. Students are expected to help in the upkeep of their classrooms and school environment and teachers may assign students classroom jobs to help promote classroom culture and efficiency.

Last updated: 2/1/22

Student Enrollment by Grade Level (School Year 2020—2021)

Grade Level	Number of Students
Grade 9	131
Grade 10	99
Grade 11	128
Grade 12	90
Total Enrollment	448

**Student Enrollment by Student Group (School Year 2020—2021)**

Student Group	Percent of Total Enrollment
Female	46.40%
Male	53.60%
Non-Binary	0.00%
American Indian or Alaska Native	0.00%
Asian	49.60%
Black or African American	26.20%
Filipino	0.90%
Hispanic or Latino	16.80%
Native Hawaiian or Pacific Islander	0.20%
Two or More Races	0.70%
White	5.20%

Student Group (Other)	Percent of Total Enrollment
English Learners	17.90%
Foster Youth	0.00%
Homeless	0.00%
Migrant	0.00%
Socioeconomically Disadvantaged	70.40%
Students with Disabilities	3.60%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

**Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA) (School Year 2020—2021)**

Indicator	Number
Credentialed Teachers Authorized on a Permit or Waiver	
Local Assignment Options	
Total Out-of-Field Teachers	

Last updated:

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2021—2022)

Year and month in which the data were collected: August 2021

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	<p>English Composition 9: Students will be taught the crafting of structures, integration of grammar and literary concepts, comprehension of reasoning, and the use of sucient evidence through formal writing. Pre-AP Novel List: Black Boy; Bless Me, Ultima; The Adventures of Huckleberry Finn; Lord of the Flies; Romeo and Juliet; The Catcher in the Rye; The Color Purple; The Grapes of Wrath</p> <p>English Composition 10: Students are exposed to a variety of literary and informational texts in order to construct coherent writing pieces that help to develop their own position and perspective on a variety of topics. This course expands upon proficiencies in the fundamentals of reading and writing with a focus on comprehension and mastery of syntax, grammar, punctuation, capitalization, spelling, and usage in written communication. Pre-AP Novel List: A Raisin in the Sun; Wuthering Heights; Macbeth; Brave New World; The Great Gatsby; The Kite Runner; The Odyssey; Joy Luck Club</p> <p>AP English Language and Composition: AP English Language and Composition is an introductory college-level composition course. Students cultivate their understanding of writing and rhetorical arguments through reading, analyzing, and writing texts as students explore topics like rhetorical situation, claims and evidence, reasoning and organization, and style. AP Novel List: Crime and Punishment; East of Eden; Great Expectations; 1984; Jane Eyre; Merchant of Venice; Moby Dick; The Scarlet Letter; Their Eyes Were Watching God; The Awakening</p> <p>AP English Literature and Composition: AP English Literature and Composition is an introductory college-level literary analysis course. Students cultivate their understanding of literature through reading and analyzing texts as students explore concepts like character, setting, structure, perspective, figurative language, and literary analysis in the context of literary works. AP Novel List: The Jungle; A Portrait of the Artist; Frankenstein; Heart of Darkness; Invisible Man; Light in August; King Lear; One Hundred Years of Solitude; Beloved; Catch 22</p> <p>ELD 1A/B: This course is for beginning ELs with Emerging Level. Students develop their speaking, listening, reading, and writing skills. ELD A will focus on Oral Language. ELD B will focus on Written Language. In this second part of ELD, the Emerging/Expanding level students will build on the concepts learned in ELD A to become a better reader, speaker, and writer in English by reading stories from a range of writers. Students will also expand their knowledge of English grammar. Adopted Curriculum: Edge A: Reading; Writing, & Language Curriculum; Rosetta Stone</p> <p>ELD 2: This course is designed for low Expanding ELs as a bridge from ELD to mainstream English. The curriculum for ELD is aligned with the CCSS ELA standards and framework and prepares students for AP testing. Heavy emphasis is given to literature of various genres and writing Adopted Curriculum: Edge B: Reading, Writing, & Language Curriculum; Rosetta Stone</p> <p>ELD Writing 11: This course is for students who are expanding to the low bridging level of English language development. Students continue to improve their language development with a focus on reading and writing and speaking and listening. The curriculum for the integrated course is aligned with CCSS ELA standards and framework and prepares students for mainstream English. Students should be able to read at a Lexile level of 900 and be able to write a properly structured and coherent essay at mainstream-English level. Adopted Curriculum: Edge C: Reading; Writing, & Language Curriculum; Rosetta Stone</p>	Yes	0%

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Mathematics	<p>Algebra I: This course will help students learn fundamental algebraic skills such as: operations, algebraic expressions, solving equations, graphing, linear, quadratic, and exponential functions, probability and statistics, and geometric connections. Adopted Curriculum: Algebra I with CalcChat & CalcView, Student Edition (Cengage)</p> <p>Geometry: This course requires students to focus on logical proof and critical thinking when solving problems or evaluating arguments. This course provides the necessary mathematical tools for complex reasoning and solving problems in the sciences, technology, engineering, and many skilled trades and professions. Adopted Curriculum: Geometry: Big Ideas, A Common Core Curriculum (Cengage)</p> <p>Algebra II: This course is designed to build on algebraic and geometric concepts. It develops advanced algebra skills such as systems of equations, advanced polynomials, imaginary and complex numbers, quadratics, and concepts and includes the study of trigonometric functions. Adopted Curriculum: Big Ideas Math Algebra 2: A Common Core Curriculum</p> <p>Pre Calculus: This class is important for any students planning to take Calculus. It is a comprehensive course that incorporates algebra, geometry, and functions and prepares students for AP Calculus. Adopted Curriculum: Precalculus with Limits: A Graphing Approach (Cengage)</p> <p>AP Calculus: Students cultivate their understanding of differential and integral calculus through engaging with real-world problems represented graphically, numerically, analytically, and verbally and using definitions and theorems to build arguments and justify conclusions as students explore concepts like change, limits, and the analysis of functions. Adopted Curriculum: Calculus, 11e (Cengage)</p> <p>AP Statistics: The AP Statistics course introduces students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. There are four themes evident in the content, skills, and assessment in the AP Statistics course: exploring data, sampling and experimentation, probability and simulation, and statistical inference. Students use technology, investigations, problem solving, and writing as students build conceptual understanding. Students cultivate their understanding of biology through inquiry-based investigations as students explore topics like evolution, energetics, information storage and transfer, and system interactions. Adopted Curriculum: Intro to Statistics & Data Analysis AP Edition 6th Edition (Cengage)</p>	Yes	0%
Science	<p>AP Environmental Science: The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Adopted Curriculum: Exploring Environmental Science for AP</p> <p>AP Biology: AP Biology is an introductory college-level biology course. Students cultivate their understanding of biology through inquiry-based investigations as students explore topics like evolution, energetics, information storage and transfer, and system interactions. Adopted Curriculum: Campbell Biology 12th Edition, AP Edition 2021 (Pearson)</p> <p>AP Chemistry: AP Chemistry is an introductory college-level chemistry course. Students cultivate their understanding of chemistry through inquiry-based lab investigations as students explore the four Big Ideas: scale, proportion, and quantity; structure and properties of substances; transformations; and energy. Adopted Curriculum: Chemistry (AP® Edition) 10th Edition</p> <p>AP Physics 1: AP Physics 1 is an algebra-based, introductory college-level physics course. Students cultivate their understanding of physics through classroom study, in-class activity, and hands-on, inquiry-based laboratory work as students explore concepts like systems, fields, force interactions, change, conservation, and waves. Adopted Curriculum: College Physics (AP® Edition) 11th Edition</p> <p>AP Computer Science: Students cultivate their understanding of coding through analyzing, writing, and testing code as students explore concepts like modularity, variables, and control structures. Adopted Curriculum: Edhesive</p>	Yes	0%

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
History-Social Science	<p>AP Environmental Science: The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Adopted Curriculum: Exploring Environmental Science for AP</p> <p>AP Biology: AP Biology is an introductory college-level biology course. Students cultivate their understanding of biology through inquiry-based investigations as students explore topics like evolution, energetics, information storage and transfer, and system interactions. Adopted Curriculum: Campbell Biology 12th Edition, AP Edition 2021 (Pearson)</p> <p>AP Chemistry: AP Chemistry is an introductory college-level chemistry course. Students cultivate their understanding of chemistry through inquiry-based lab investigations as students explore the four Big Ideas: scale, proportion, and quantity; structure and properties of substances; transformations; and energy. Adopted Curriculum: Chemistry (AP® Edition) 10th Edition</p> <p>AP Physics 1: AP Physics 1 is an algebra-based, introductory college-level physics course. Students cultivate their understanding of physics through classroom study, in-class activity, and hands-on, inquiry-based laboratory work as students explore concepts like systems, fields, force interactions, change, conservation, and waves. Adopted Curriculum: College Physics (AP® Edition) 11th Edition</p> <p>AP Computer Science: Students cultivate their understanding of coding through analyzing, writing, and testing code as students explore concepts like modularity, variables, and control structures. Adopted Curriculum: Edhesive</p>	Yes	0%
Foreign Language	<p>Mandarin I: Students are introduced to basic Chinese, which includes understanding the basis of the Hanyu Pinyin system, pronunciation, grammar, sentence structure, and Chinese culture. Adopted Curriculum: Integrated Chinese, Volume 1</p> <p>Mandarin II: Continuation of Mandarin I; Mandarin II strengthens skills in grammar, sentence patterns, and vocabulary building through culturally-related readings and class discussions. Adopted Curriculum: Integrated Chinese, Volume 2</p> <p>AP Mandarin: This AP course prepares students to demonstrate their level of Chinese proficiency across the three communicative modes (Interpersonal, Interpretive, and Presentational) and the five goal areas (Communication, Cultures, Connections, Comparisons, and Communities) as outlined in the Standards for Foreign Language Learning in the 21st Century. Adopted Curriculum: Integrated Chinese, Volume 2</p> <p>Spanish I: Students are introduced to basic Spanish, which includes the study, understanding, speaking, reading, and writing aspects of Spanish. Adopted Curriculum: Avancemos, Vol. 1.</p> <p>Spanish II: Continuation of Spanish I; Spanish II explores the basics of the Spanish language through conversational exercises, expansion of vocabulary, and continued written and reading practices. Adopted Curriculum: Avancemos, Vol.2</p> <p>AP Spanish (Beginning In 2021): AP Spanish Language and Culture is equivalent to an intermediate level college course in Spanish. Students cultivate their understanding of Spanish language and culture by applying interpersonal, interpretive, and presentational modes of communication in real-life situations as students explore concepts related to family and communities, personal and public identities, beauty and aesthetics, science and technology, contemporary life, and global challenges. Adopted Curriculum: TBD</p>	Yes	0%
Health	N/A	Yes	0%
Visual and Performing Arts	<p>2017-2018 Purchased Texts</p> <p>History of Modern Art, Arnason, Mansfield 7th Edition</p> <p>2018-2019 Purchased Texts</p> <p>Mel Bay Julio S. Sageras Guitar Lessons</p> <p>ISBN-10: 0786627239</p> <p>Alfred's Essentials of Music Theory</p> <p>ISBN: 0882848976</p>	Yes	0%
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

Last updated: 2/1/22

School Facility Conditions and Planned Improvements

General

Our school prides itself in providing a safe, clean, and well-maintained environment to its families and staff members. We have used the Facility Inspection Tool from the State of California OPSC (Office of Public School Construction) to systematically gather insight into the condition of our facility. The school grounds, restrooms, and building are in excellent condition. Any repairs or problems are given immediate attention.

Maintenance and Repairs

AIMS model dictates that anything that requires maintenance or repair be addressed in an effective and timely fashion. Any issues that arise during the school day are communicated to the appropriate personnel by our admin team to be serviced. Maintenance/repair personnel are immediately contacted by our admin staff during the day for any issue.

Cleaning

During the day, everyone at school contributes to the cleanliness of the school by picking up after themselves, sweeping the floor, wiping down the tables after lunch, etc. After school, Custodial staff work to maintain a clean campus daily. During reopening, CDE guidelines were followed for safe in-person learning. Students are placed in stable cohorts, facilities are checked, sanitized and maintained throughout the day. The school created a partnership with an on-site janitorial company to provide additional daily cleaning, sanitization and maintenance services.

Last updated: 1/14/22

School Facility Good Repair Status

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: January 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: January 2022

Overall Rating	Good
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Last updated: 1/14/22

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

- **SARC Reporting in the 2020–2021 School Year Only**

Where the most viable option, LEAs were required to administer the statewide summative assessments for ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

- **Options:** Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:
 - Smarter Balanced ELA and mathematics summative assessments;
 - Other assessments meeting the SBE criteria; or
 - Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

- **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven taking and completing a state-administered assessment

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
English Language Arts / Literacy (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
Mathematics (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: The 2020–2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020–2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–2021 school year to other school years.

Last updated: 1/15/22

CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment
Grades Three through Eight and Grade Eleven
(School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	128	126	98.44	1.56	50.79
Female	61	59	96.72	3.28	54.24
Male	67	67	100.00	0.00	47.76
American Indian or Alaska Native	0	0	0	0	0
Asian	63	62	98.41	1.59	69.35
Black or African American	36	36	100.00	0.00	30.56
Filipino	0	0	0	0	0
Hispanic or Latino	21	21	100.00	0.00	33.33
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	16	16	100.00	0.00	6.25
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	91	90	98.90	1.10	48.89
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for ELA.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/14/22

CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
Grades Three through Eight and Grade Eleven
(School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	128	126	98.44	1.56	39.68
Female	61	59	96.72	3.28	44.07
Male	67	67	100.00	0.00	35.82
American Indian or Alaska Native	0	0	0	0	0
Asian	63	62	98.41	1.59	59.68
Black or African American	36	36	100.00	0.00	19.44
Filipino	0	0	0	0	0
Hispanic or Latino	21	21	100.00	0.00	19.05
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	16	16	100.00	0.00	25.00
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	91	90	98.90	1.10	38.89
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for Mathematics.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/14/22

Local Assessment Test Results in ELA by Student Group
Assessment Name(s): Scholastic Reading Inventory
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	113	106	93	7	61
Female	57	54	94	6	59
Male	55	52	94	6	63
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	54	52	96	4	69
Black or African American	32	31	96	4	35
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	19	18	94	6	77
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
White	7	5	71	29	80
English Learners	5	4	80	20	25
Foster Youth		N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	82	76	92	8	67
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	3	3	100	0	33

*At or above the grade-level standard in the context of the local assessment administered.

Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.

Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/1/22

Local Assessment Test Results in Mathematics by Student Group
Assessment Name(s): N/A
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A

*At or above the grade-level standard in the context of the local assessment administered.
Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/1/22

CAASPP Test Results in Science for All Students
Grades Five, Eight and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
Science (grades 5, 8, and high school)	N/A	23.94	N/A	N/T	N/A	28.72

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: For any 2020–2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Last updated: 2/1/22

CAASPP Test Results in Science by Student Group
Grades Five, Eight and High School (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	145	142	97.93	2.07	23.94
Female	70	67	95.71	4.29	26.87
Male	75	75	100.00	0.00	21.33
American Indian or Alaska Native	0	0	0	0	0
Asian	71	70	98.59	1.41	40.00
Black or African American	40	40	100.00	0.00	10.00
Filipino	--	--	--	--	--
Hispanic or Latino	25	24	96.00	4.00	8.33
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	--	--	--	--	--
English Learners	19	19	100.00	0.00	5.26
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	101	100	99.01	0.99	23.00
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for Science.

Last updated: 2/1/22

Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

UC/CSU Course Measure	Percent
2020–2021 Pupils Enrolled in Courses Required for UC/CSU Admission	100.00%
2019–2020 Graduates Who Completed All Courses Required for UC/CSU Admission	98.68%

Last updated: 2/1/22

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2021-2022)

AIMS HS encourages families to play an active role in their child's education.

A parent can serve on our Governance Board, School Site Council (SSC), or Family Advisory Council (FAC), English Learner Advisory Committee (ELAC), District English Learner Advisory Committee (DELAC).

Wellness Committee which allows families to support with developing a healthier school environment, create the vision and goals for local healthy schools program, advocate for school health programs and policies within the school community, provide feedback to school district regarding process implementation of the local wellness policy.

Data and Operations department creates annual surveys to parents to determine the information they need from school. We involve parents to hold workshops and meetings on issues of interest to within the community and assist outreach efforts of Parent/Teacher Association, develop ongoing relationships with the community to share information about the school and identify community resources, provide information and resources that can help parents to support their children's learning at home.

Parents are encouraged to be active at home by assuring that their child is completing all assigned work, communicating with homeroom teachers of their child, and by making sure that their child leaves home for school on time.

Family Community Liaison

Employment / Volunteer Opportunities

Parentsquare Communications

2 Parent Conference Staff Development Days Per Year

Ongoing SST Parent Meetings

Our parent coordinator disseminates school information and through online communication (Parent Square). Interested Families are encouraged to contact Vanessa Oden, AIMS K12 District Parent and Community Liaison at vanessa.oden@aimsk12.org

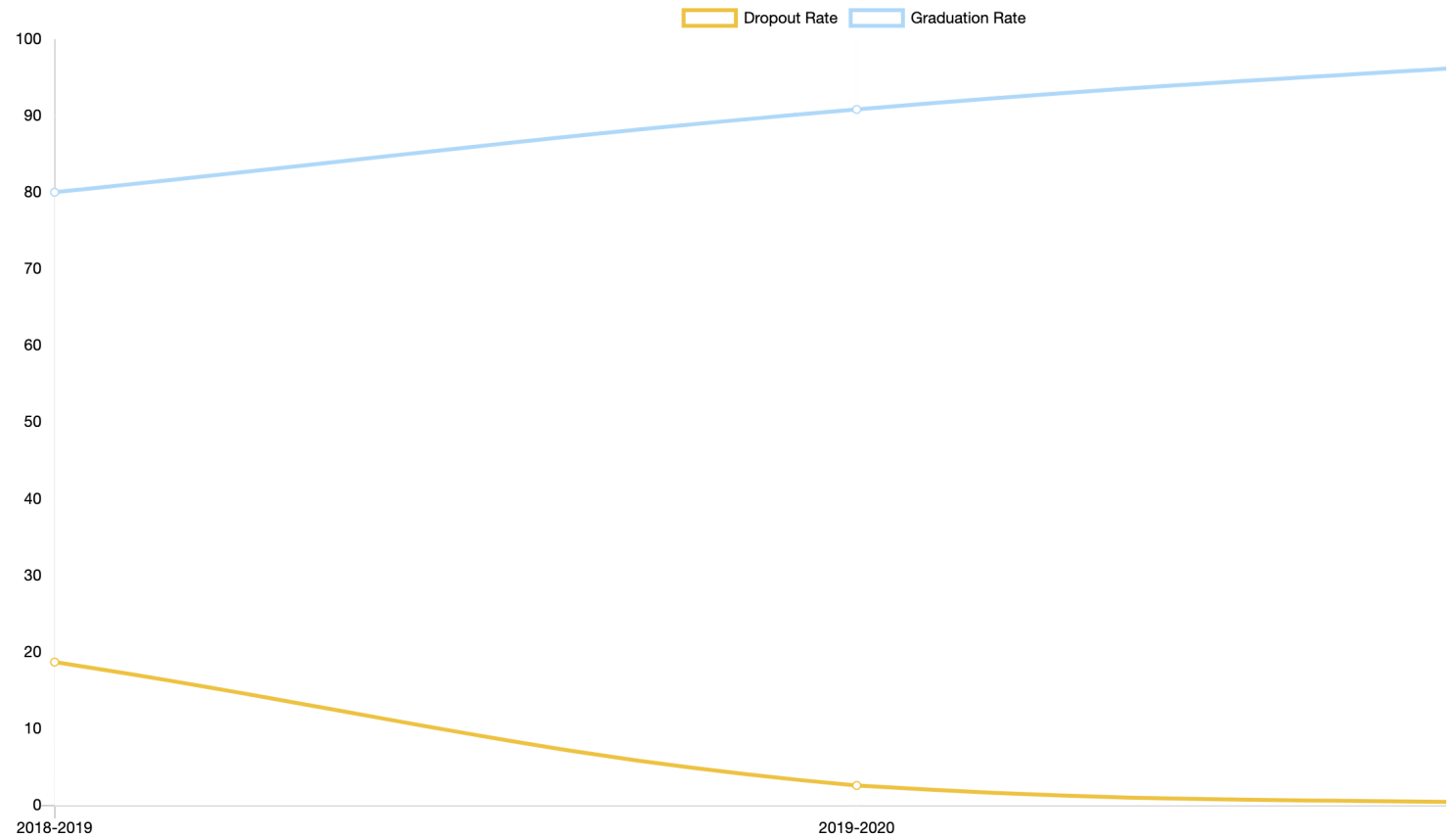
State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2018-2019	School 2019-2020	School 2020-2021	District 2018-2019	District 2019-2020	District 2020-2021	State 2018-2019	State 2019-2020	State 2020-2021
Dropout Rate	18.70%	2.60%	0.00%	12.60%	11.20%	11.30%	9.00%	8.90%	9.40%
Graduation Rate	80.00%	90.80%	97.90%	76.50%	76.50%	77.10%	84.50%	84.20%	83.60%



Graduation Rate by Student Group (Four-Year Cohort Rate)
(School Year 2020—2021)

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	96	94	97.9
Female	42	42	100.0
Male	54	52	96.3
Non-Binary	0	0	0.0
American Indian or Alaska Native	57	57	96.3
Asian	0	0	0.00
Black or African American	21	21	100.0
Filipino	--	--	--
Hispanic or Latino	12	11	91.7
Native Hawaiian or Pacific Islander	0	0	0.00
Two or More Races	--	--	--
White	--	--	--
English Learners	13	13	100.0
Foster Youth	0	0	0
Homeless	0	0	0.0
Socioeconomically Disadvantaged	79	78	98.7
Students Receiving Migrant Education Services	0	0	0.0
Students with Disabilities	--	--	--

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at <https://www.cde.ca.gov/ds/ad/acgrinfo.asp>.

Last updated:

**Chronic Absenteeism by Student Group
 (School Year 2020—2021)**

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	463	455	31	6.8
Female	215	211	14	6.6
Male	248	244	17	7.0
American Indian or Alaska Native	231	225	12	7.0
Asian	0	0	0	0.0
Black or African American	119	119	5	4.2
Filipino	4	4	1	25.0
Hispanic or Latino	76	76	5	6.6
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	4	3	0	0.0
White	24	23	5	21.7
English Learners	85	82	11	13.4
Foster Youth	0	0	0	0.0
Homeless	0	0	0	0.0
Socioeconomically Disadvantaged	334	327	24	7.3
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	18	18	1	5.6

Last updated:

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions
(data collected between July through June, each full school year respectively)

Rate	School 2018-2019	School 2020-2021	District 2018-2019	District 2020-2021	State 2018-2019	State 2020-2021
Suspensions	5.14%	0.00%	4.40%	0.03%	3.47%	0.20%
Expulsions	0.00%	0.00%	0.09%	0.00%	0.08%	0.00%

Note: Data collected during the 2020–21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Suspensions and Expulsions for School Year 2019—2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-2020	District 2019-2020	State 2019-2020
Suspensions	0.70%	3.64%	2.45%
Expulsions	0.00%	0.07%	0.05%

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to other year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to other school years.

Last updated: 1/14/22

Suspensions and Expulsions by Student Group
 (School Year 2020—2021)

Student Group	Suspensions Rate	Expulsions Rate
All Students	0	0
Female	0	0
Male	0	0
Non-Binary	0	0
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

Last updated:

School Safety Plan (School Year 2021-2022)

<p>Safety is one of our utmost concerns. To ensure the safety of our students, we have done the following things:</p> <ol style="list-style-type: none"> 1. Conducted regular monthly fire drills. 2. Practiced meeting at a predetermined location in case of a fire. Evacuation maps and Exit Routes are placed in every room on campus. 3. Hired a fire safety expert to inspect our fire alarm and fire extinguisher every year. 4. Ensured all classrooms have an emergency kit in the classrooms. 5. Trained each teacher to respond to earthquake and fire emergency. 6. Practiced the “duck and cover routine” for earthquakes. 7. Updated our emergency kit with first-aid and disaster supplies. 8. Implemented an Emergency Lockdown procedure and conduct two lockdown procedures per academic year. 9. Implemented a Shelter in Place procedure. 10. Continued to address bullying, abuse and other issues regarding safety and the well-being of students and staff members. 11. Continued to follow through with a Traffic Safety plan. 12. Designated a Safe School Plan Committee.

Last updated: 2/1/22

D. Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018—2019)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	25.00	5	12	2
Math	25.00	2	14	
Science	26.00	2	8	
Social Science	26.00	2	12	1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019—2020)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	22.00	8	11	1
Math	22.00	7	8	
Science	26.00	1	4	
Social Science	25.00	1	4	2

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2020–2021)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	23.00	8	9	4
Math	23.00	3	9	4
Science	29.00	3	7	5
Social Science	26.00	6	11	3

Last updated: 2/1/22

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2020—2021)

Title	Ratio
Pupils to Academic Counselor*	446.0

Last updated: 12/31/99

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2020—2021)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.33
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	0.00
Social Worker	0.00
Nurse	1.00
Speech/Language/Hearing Specialist	0.00
Resource Specialist (non-teaching)	1.00
Other	0.30

Last updated: 12/31/99

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2019—2020)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12407.00	\$1900.00	\$10507.00	\$61931.00
District	N/A	N/A	--	\$68321.00
Percent Difference – School Site and District	N/A	N/A	--	-9.80%
State	N/A	N/A	\$8443.83	\$84665.00
Percent Difference – School Site and State	N/A	N/A	21.77%	-31.01%

Last updated: 2/1/22

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2020–2021)

Academic Counseling / College Bound Kids: AIMS HS Academic counselors provide academic counseling, support student retention, matriculation, A-G+ completion rates, and college readiness and attainment

College Application / AP & SAT Exam Scholarships: As a matter of equity, AIMS HS will pay for 3–4 college applications per student to ensure our mission of 100% college/university acceptance rates. AIMS HS also pays for all student AP and SAT Exams.

AIMS Student Tutors: Student Tutors and will help AIMS HS students during Academic Saturday School and as needed. Summer school credit recovery will also be for students that earn a C- or below in core classes. These actions will better help mitigate student learning loss

Title I & Title III: Through Title I and Title III funding we are able to offer programs and services to students with after-school tutoring support. In addition, we offer a comprehensive ELD intervention program to support the needs of our ELL population. Push in and pull out intervention services are offered for students who are failing or at risk of failing to meet AIMS standards.

National School Lunch Program: We are proud to be able to provide students with access to a variety of affordable and appealing foods that meet the health and nutrition needs of students. All meals, foods, and beverages sold or served at school meet state and federal requirements based on the USDA Dietary Guidelines. All meals, foods, and beverages are prepared and served by qualified child nutrition professionals to ensure all students are provided access to healthy meals.

Student Government Association: Student Government Association provides opportunities for students to take on leadership roles in the school. The SGA will also help support all AIMS HS Sanctioned auxiliary Clubs and Organizations in order to promote School / Cultural Events & Assemblies, and Guest Speakers to promote a positive and diverse environment.

AIMS U College Pathways Program: The AIMS U College Pathways programs provides students with dual-enrollment Peralta Community College opportunities in the Pre-Business, Pre-Design/Engineering, Pre-Law, and Pre-Medical Fields. AIMS will support all HS students in the AIMS U College Pathways program by purchasing their dual-enrollment textbooks.

Freshman Advisory Class: To help mitigate learning loss, all incoming freshmen will take a required semester-long advisory class to help bolster their study-skills, such as time-management, note-taking, citing sources, and organization.

Socioemotional Counselor: The AIMS District Socioemotional Counselor provides mild to moderate socioemotional guidance, counseling, and support to help promote the holistic well-being of students - particularly with extra care towards student mental health.

AIMS Athletic Department: The purpose of the AIMS Athletic Department is to aid in the academic, emotional, mental, and physical development of our scholar-athletes through the promotion of teamwork, leadership, sportsmanship, and organized athletic competition. In addition to its 9 existing sports (Cross Country, Boys and Girls Volleyball, Boys and Girls Soccer, Boys and Girls Volleyball, Badminton, and Swimming) the AIMS athletics department will be expanded to include cheerleading and a pep band.

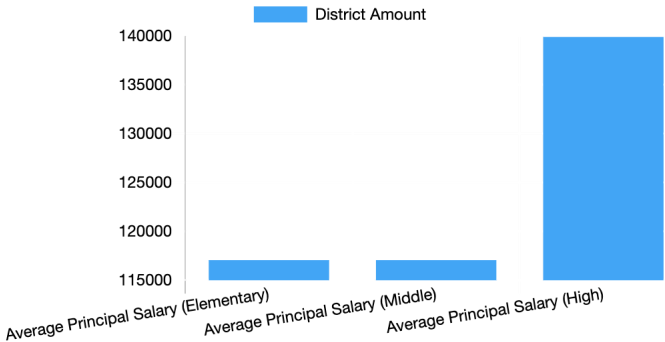
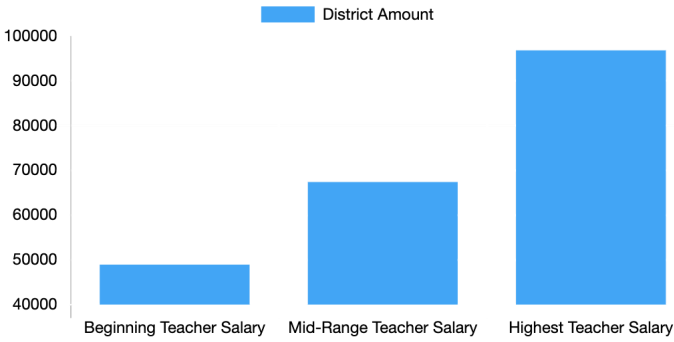
Positive Behavior Intervention Supports (PBIS): AIMS HS provides the Positive Behavior Intervention Support (PBIS) program and incentives to provide access to social/emotional curriculum, and encourage positive behavior through student rewards. Together, with restorative justice practices, PBIS will help increase student attendance, maintain a low suspension rate, and promote a safe and positive learning environment.

Last updated: 2/1/22

Teacher and Administrative Salaries (Fiscal Year 2019—2020)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48926.00	\$50897.00
Mid-Range Teacher Salary	\$67368.00	\$78461.00
Highest Teacher Salary	\$96755.00	\$104322.00
Average Principal Salary (Elementary)	\$111968.00	\$131863.00
Average Principal Salary (Middle)	\$117064.00	\$137086.00
Average Principal Salary (High)	\$139888.00	--
Superintendent Salary	\$336169.00	\$297037.00
Percent of Budget for Teacher Salaries	29.00%	32.00%
Percent of Budget for Administrative Salaries	8.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.



Last updated:

Advanced Placement (AP) Courses (School Year 2020—2021)

Percent of Students in AP Courses 100.00%

Subject	Number of AP Courses Offered*
Computer Science	1
English	2
Fine and Performing Arts	1
Foreign Language	1
Mathematics	2
Science	3
Social Science	4
Total AP Courses Offered*	14.00%

Last updated: 2/1/22

* Where there are student course enrollments of at least one student.

Professional Development

Measure	2019-2020	2020-2021	2021-2022
Number of school days dedicated to Staff Development and Continuous Improvement	41	33	36

AIMS College Prep Middle
2020—2021 School Accountability Report Card
Reported Using Data from the 2020—2021 School Year
California Department of Education

Address:	171 12th St. Oakland, CA , 94607-4900	Principal:	Riffat Akram, Head of School
Phone:	(510) 893-8701	Grade Span:	6-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

Riffat Akram, Head of School

Principal, AIMS College Prep Middle

About Our School

received a Certificate of School Management & Leadership from Harvard University, Administrative Services Credentials from St. Mary's College and Master's in Education (Curriculum Development) + teaching credential from CSUEB.

I have over 15 years of experience working in private and public schools. I started my career as a Middle School Math/Science teacher and then taught Biology/AP Biology in High Schools. Prior to joining AIMS I worked as Curriculum & Academic Affairs Coordinator at another Charter District.

This is my fourth year at AIMS. I am grateful for the opportunities to work as Dean, Head of Academics and now as Head of Middle Schools. Originating from a diverse background myself and working in the private & public education sectors in a variety of roles provided me with the real life insights about the needs and challenges of our youth. As the Head of Schools, students' safety, their emotional & social well being, and their academic growth are my highest priorities. My goal is to provide the equitable environment, opportunities, and resources to all students that they need to thrive during the critical phase of their Middle School years.

Contact

AIMS College Prep Middle
171 12th St.
Oakland, CA 94607-4900

Phone: (510) 893-8701
Email: riffat.akram@aimsk12.org

Contact Information (School Year 2021—2022)

District Contact Information (School Year 2021—2022)

District Name	AIMS K-12 College Prep
Phone Number	(510) 893-8701
Superintendent	Woods, Maya
Email Address	maya.woods-cadiz@aimsk12.org
Website	http://www.aimsk12.org

School Contact Information (School Year 2021—2022)

School Name	AIMS College Prep Middle
Street	171 12th St.
City, State, Zip	Oakland, CA , 94607-4900
Phone Number	(510) 893-8701
Principal	Riffat Akram, Head of School
Email Address	riffat.akram@aimsk12.org
Website	http://www.aimsk12.org
County-District-School (CDS) Code	01612596113807

Last updated: 2/2/22

School Description and Mission Statement (School Year 2021—2022)

About AIMS College Prep Middle School

School Name: AIMS College Prep Middle School (AIMS MS)

Year Founded: 1996 (AIMS MS)

Mascot: Golden Eagles

School Colors: Red, Athletic Gold, and Royal Blue*

Number of Students: 250

Website: www.aimsk12.org

Email Address: middleschool@aimsk12.org

School Address: 171 12th Street, Oakland, CA 94607

Office Phone Number: (510) 893-8701

Head of School: Riffat Akram

Superintendent: Maya Woods-Cadiz, M.Ed.

AIMS 6-8 serves 250 inner-city 6th – 8th grade students. The focus of AIMS 6-8 is excellent student attendance (97%). This has been the foundation to ensure academic success in English Literature and mathematics. The curriculum has been designed to enhance the academic skills of socio-economically disadvantaged students. AIMS 6-8 also provides instruction that develops the students' academic skills in writing, science, social science, foreign language and visual performing arts, in order to be productive members in a global 21st century society. This will be a collaborative effort between school, family, and community members.

AIMS History

Founded as a middle school in 1996, AIMS K-12 began as American Indian Public Charter School (AIPCS) by Native American families looking to retain a cultural connection for their children. AIPCS was Oakland's second publicly-funded charter school. In 2006, AIPCS became the first public charter school in Oakland to win recognition as a National Blue Ribbon School. Later that year, AIPCS expanded to include AIPHS and in 2012, AIMS K-12, expanded once more to include an elementary school. Historically, AIPCS has been recognized by US News and World Report as well as the Washington Post as one of the most challenging academic high schools in the nation.

During the 2018-19 school year, the AIMS Board of Trustees agreed to change the name of AIPCS to AIMS College Prep Middle School (AIMS MS). During the 2019-20 school year the AIMS K12 College Prep Charter District received the California Charter School Association Hart Vision Award, recognizing the AIMS schools as the Northern California Charter school network of the year.

Mission Statement

AIMS exists to prepare all students, especially those who have been traditionally underserved, to enter a four-year college after graduation from high school and complete at minimum a four-year degree.

AIMS Credo

The Family - We are a family at AIMS K-12.

The Goal - We are always working for academic and social excellence.

The Faith - We will prosper by focusing and working toward our goals.

The Journey - We will go forward, continue working, and remember we will always be a part of the AIMS K-12 family.

AIMS Values

Excellence - Commitment to excellence in all that we do.

Wisdom and Knowledge - Pursuit of wisdom and knowledge as intrinsically valuable.

Empathy - Recognition of dignity and worth of every human being.

Family and Community - Building of family and community.

Equity - Social awareness and justice that leads to action.

Legacy - The continued preservation and development of AIMS methodologies for 21st century learners and educators

AIMSTRONG

AIMSTRONG has developed into the official moniker of the AIMS K12 College Prep Charter District. When taken in its totality, AIMSTRONG best conveys the model AIMS student:

Academics: Academics is the first word in AIMSTRONG and is the cornerstone to future success. Academics means developing and growing our scholarship, our grades, our inquiry, our brains.

Integrity: Being honest and possessing strong moral principles. Integrity means being true to our best selves consistently.

Mentorship: Providing guidance, influence, and direction to your AIMS community. Mentorship is serving our neighbors, community and families, especially with our strengths.

Strength: The influence or power possessed by you to combat the rigors of academics and real-life while resisting being moved or broken. Strength is both physical growth and the will power to complete the work we begin.

Teamwork: The combined action of each group member doing their part selflessly to benefit the whole. Teamwork is being part of a group which has an agreed goal.

Responsibility: Moral, legal, or mental accountability and taking ownership for one's actions. Responsibility is when we own our real part of getting teamwork, family, and planning done.

Organization: Preparation and efficiency when coordinating and carrying out activities. Organization is both how we plan and what we do to get things done systematically.

Nerve: Displaying courage, power, control and steadiness under pressure. Nerve knows when to step out to make a change in a situation or plan.

Grit: To keep going to accomplish our plans, even when there are strong obstacles. Grit is best personified in our ability to be knocked down and to get back up again.

AIMS Model

Pedagogy and Practices: In order for AIMS to meet our mission of success we have designed K-12 instruction toward the goal of mastery of the spiral progression of learning standards.

Diversity and Inclusion: We believe that each child has a unique talent and purpose. We see and celebrate differences, and do not tolerate bullying or prejudices.

Every student has opportunities to learn individually and in groups.

Teachers are expected to regularly examine their own biases with respect to student behavior and aptitude.

AIMS functions as a school designed to serve traditionally underserved communities. The programming design of AIMS will prioritize the needs of these communities.

Teachers are expected to support students in accessing the general education classroom whenever possible.

Parent communications will happen with the support of translators whenever possible.

Students are encouraged to share their cultural traditions at school functions.

AIMS staff is committed to supporting students in practicing dialogue and critical thinking when both inspirations and conflicts arise.

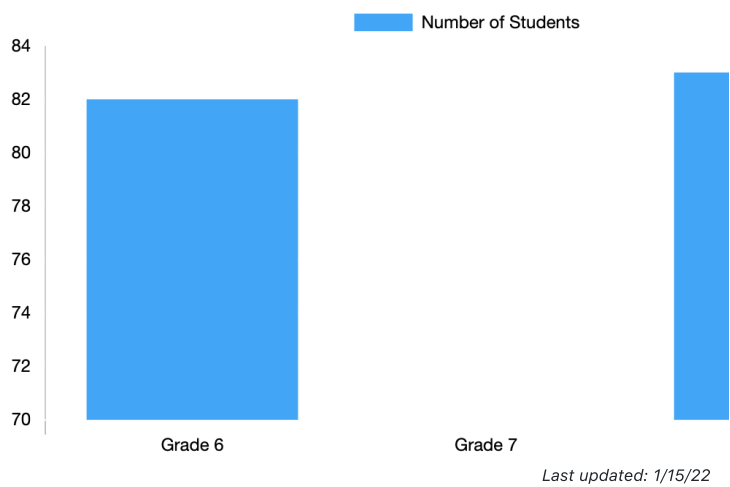
At AIMS, we accept and respect each other regardless of race, religion, or orientation.

Learning Environment: The AIMS Model classroom is one that is orderly and clean. We believe that an orderly classroom increases time on task for instruction. Students are expected to help in the upkeep of their classrooms and school environment and teachers may assign students classroom jobs to help promote classroom culture and efficiency.

Last updated: 1/15/22

Student Enrollment by Grade Level (School Year 2020—2021)

Grade Level	Number of Students
Grade 6	82
Grade 7	70
Grade 8	83
Total Enrollment	235



Student Enrollment by Student Group (School Year 2020—2021)

Student Group	Percent of Total Enrollment
Female	45.40%
Male	54.60%
Non-Binary	0.00%
American Indian or Alaska Native	0.00%
Asian	45.80%
Black or African American	29.60%
Filipino	0.40%
Hispanic or Latino	16.30%
Native Hawaiian or Pacific Islander	0.40%
Two or More Races	1.30%
White	5.40%

Student Group (Other)	Percent of Total Enrollment
English Learners	30.00%
Foster Youth	0.00%
Homeless	0.00%
Migrant	0.00%
Socioeconomically Disadvantaged	67.50%
Students with Disabilities	6.30%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Preparation and Placement (School Year 2020—2021)

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)						
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)						
Unknown						
Total Teaching Positions						

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated:

Teachers Without Credentials and Misassignments (School Year 2020—2021)

Authorization/Assignment	Number
Permits and Waivers	
Misassignments	
Vacant Positions	
Total Teachers Without Credentials and Misassignments	

Last updated:

Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA) (School Year 2020—2021)

Indicator	Number
Credentialed Teachers Authorized on a Permit or Waiver	
Local Assignment Options	
Total Out-of-Field Teachers	

Last updated:

Class Assignments (School Year 2020—2021)

Indicator	Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	

Last updated:

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2021—2022)

Year and month in which the data were collected: Not Available

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Current Texts/Curriculum: 6th-8th Classical Novel based aligned with CCC for ELA. 6th Grade: The Outsiders by S.E. Hinton, Call of the Wild by Jack London, Red Scarf Girl by Ji-Li Jiang, The Giver by Lois Lowry 7th Grade: Anne Frank: Diary of a Young Girl by Anne Frank, Animal Farm by George Orwell, A Midsummer Night's Dream by William Shakespeare, Fahrenheit 451 by Ray Bradbury 8th Grade: To Kill a Mockingbird by Harper Lee, Across Five Aprils by Irene Hunt, Narrative of the Life of Frederick Douglass by Frederick Douglass, Night by Elie Wiesel. Supplemental Resources: Standards Plus Quill.org - Interactive Writing and Grammar		0%
Mathematics	Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Grade 6. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015. Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Middle School Accelerated Grade 7. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015. Burger, M., Dixon, J., Kanold, T., Larson, M., Leinwand, S., and Sandoval-Martinez, M. California Go Math: Algebra I. Orlando: Houghton Mifflin Harcourt Publishing Company, 2015. ALEKS, McGraw Hill Education, 2020		0%
Science	CA Inspire Science Grade 8 - Physical Science: McGraw Hill Education, pub. 2018 CA Inspire Science Grade 7 - Life Science: McGraw Hill Education, pub. 2018 CA Inspire Science Grade 6- Earth & Space Science: McGraw Hill Education, pub. 2018		0%
History-Social Science	History Alive: The Medieval World and Beyond. Rancho Cordova: Teacher's Curriculum Institute, 2017 History Alive: The Medieval World and Beyond. Rancho Cordova: Teacher's Curriculum Institute, 2019 History Alive: The United States Through Industrialism. Rancho Cordova: Teacher's Curriculum Institute, 2017		0%
Foreign Language	Mandarin (Adopted 2018-2019) Liu, Y., Yao, T., Bi, N., Ge, L., and Shi. Y. Integrated Chinese (4th Edition). Boston: Cheng & Tsui Company, Inc., 2017 Spanish (Adopted 2018-2019) ¡AVANCEMOS! (Level One). Austin: Holt McDougal, 2010.		0%
Health	Online materials/supplemental resources are utilized to inform students' of awareness and wellness. Wellness Committee will be created to benefit a healthier school environment. www.schools.healthiergeneration.org www.ama-assn.org www.actionforhealthykids.org		0%
Visual and Performing Arts	Allen, M., Gillespie, R., and Hayes, P. Essential Elements for Strings: A Comprehensive String Method (Book One). Milwaukee: Hal Leonard Corporation, 2004.		0%
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

Last updated: 1/15/22

School Facility Conditions and Planned Improvements

General

Our school prides itself in providing a safe, clean, and well-maintained environment to its families and staff members. We have used the Facility Inspection Tool from the State of California OPSC (Office of Public School Construction) to systematically gather insight into the condition of our facility. The school grounds, restrooms, and building are in excellent condition. Any repairs or problems are given immediate attention.

Maintenance and Repairs

AIMS model dictates that anything that requires maintenance or repair be addressed in an effective and timely fashion. Any issues that arise during the school day are communicated to the appropriate personnel by our admin team to be serviced. Maintenance/repair personnel are immediately contacted by our admin staff during the day an issue.

Cleaning

During the day, everyone at school contributes to the cleanliness of the school by picking up after themselves, sweeping the floor, wiping down the tables after lunch, etc. After school, Custodial staff work to maintain a clean campus daily. During reopening, CDE guidelines were followed for safe in-person learning. Students are placed in stable cohorts, facilities are checked, sanitized and maintained throughout the day . The school created a partnership with an on-site janitorial company to provide additional daily cleaning, sanitization and maintenance services.

Last updated: 1/15/22

School Facility Good Repair Status

Using the most recently collected Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: January 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: January 2022

Overall Rating	Good
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Last updated: 1/15/22

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
- **SARC Reporting in the 2020–2021 School Year Only**
Where the most viable option, LEAs were required to administer the statewide summative assessments for ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:
 - Aligned with CA CCSS for ELA and mathematics;
 - Available to students in grades 3 through 8, and grade 11; and
 - Uniformly administered across a grade, grade span, school, or district to all eligible students.
 - **Options:** Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:
 - Smarter Balanced ELA and mathematics summative assessments;
 - Other assessments meeting the SBE criteria; or
 - Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.
 - **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven taking and completing a state-administered assessment

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
English Language Arts / Literacy (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
Mathematics (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: The 2020–2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020–2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020–2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020–2021 school year to other school years.

Last updated: 1/15/22

**CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment
 Grades Three through Eight and Grade Eleven
 (School Year 2020—2021)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	239	219	91.63	8.37	54.13
Female	109	100	91.74	8.26	53.54
Male	130	119	91.54	8.46	54.62
American Indian or Alaska Native	0	0	0	0	0
Asian	110	105	95.45	4.55	65.38
Black or African American	71	63	88.73	11.27	44.44
Filipino	--	--	--	--	--
Hispanic or Latino	40	35	87.50	12.50	40.00
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	11	84.62	15.38	45.45
English Learners	71	64	90.14	9.86	15.63
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	159	148	93.08	6.92	55.78
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	14	14	100.00	0.00	14.29

Note: N/T values indicate that this school did not test students using the CAASPP for ELA.
 Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/15/22

**CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
 Grades Three through Eight and Grade Eleven
 (School Year 2020—2021)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	239	224	93.72	6.28	52.49
Female	109	100	91.74	8.26	48.48
Male	130	124	95.38	4.62	55.74
American Indian or Alaska Native	0	0	0	0	0
Asian	110	109	99.09	0.91	66.06
Black or African American	71	63	88.73	11.27	36.51
Filipino	--	--	--	--	--
Hispanic or Latino	40	35	87.50	12.50	38.24
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	13	12	92.31	7.69	36.36
English Learners	71	65	91.55	8.45	22.58
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	159	153	96.23	3.77	52.00
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	14	14	100.00	0.00	8.33

Note: N/T values indicate that this school did not test students using the CAASPP for Mathematics.
 Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/15/22

Local Assessment Test Results in ELA by Student Group
Assessment Name(s): Scholastic Reading Inventory
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	226	174	76	24	52
Female	100	77	77	23	44
Male	126	98	77	23	56
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	106	92	86	14	57
Black or African American	62	54	87	13	33
Filipino	1	1	100	0	0
Hispanic or Latino	40	31	77	23	45
Native Hawaiian or Pacific Islander	1	1	100	0	0
Two or More Races	3	3	100	0	66
White	13	12	92	8	30
English Learners	67	51	76	24	15
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	154	113	73		23
Students Receiving Migrant Education Services	57	N/A	N/A	N/A	N/A
Students with Disabilities	14	12	85	15	14

*At or above the grade-level standard in the context of the local assessment administered.
 Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
 Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
 Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/2/22

Local Assessment Test Results in Mathematics by Student Group
Assessment Name(s): Scholastic Math Inventory
Grades Three through Eight and Grade Eleven (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent At or Above Grade Level
All Students	223	175	78	22	59
Female	99	80	80	20	55
Male	124	95	76	24	64
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	104	94	90	109	64
Black or African American	61	49	80	20	40
Filipino	1	1	100	0	100
Hispanic or Latino	40	35	87	13	34
Native Hawaiian or Pacific Islander	1	0	0	0	0
Two or More Races	3	2	66	34	100
White	13	11	84	16	45
English Learners	66	46	69	31	43
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A
Military	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	153	118	77	23	58
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	14	12	85	15	33

*At or above the grade-level standard in the context of the local assessment administered.
 Note: LEAs/schools will populate this table for schools in cases where the school administered a local assessment.
 Note: LEAs/schools will populate double dashes (--) in this table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
 Note: In cases where the school administered only the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

Last updated: 2/2/22

CAASPP Test Results in Science for All Students
Grades Five, Eight and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2019-2020	School 2020-2021	District 2019-2020	District 2020-2021	State 2019-2020	State 2020-2021
Science (grades 5, 8, and high school)	N/A	26.19	N/A	N/T	N/A	28.72

Note: The 2019–2020 data cells with N/A values indicate that the 2019–2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019–2020 school year.

Note: For any 2020–2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Last updated: 1/15/22

CAASPP Test Results in Science by Student Group
Grades Five, Eight and High School (School Year 2020—2021)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	91	85	93.41	6.59	26.19
Female	47	46	97.87	2.13	20.00
Male	44	39	88.64	11.36	33.33
American Indian or Alaska Native	0	0	0	0	0
Asian	41	39	95.12	4.88	38.46
Black or African American	24	23	95.83	4.17	22.73
Filipino	0	0	0	0	0
Hispanic or Latino	20	17	85.00	15.00	11.76
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	28	27	96.43	3.57	3.70
Foster Youth	0	0	0	0	0
Homeless					
Military	0	0	0	0	0
Socioeconomically Disadvantaged	66	61	92.42	7.58	27.87
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	--	--	--	--	--

Note: N/T values indicate that this school did not test students using the CAASPP for Science.

Last updated: 1/15/22

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2021-2022)

AIMS MS encourages families to play an active role in their child's education.

A parent can serve on our Governance Board, School Site Council (SSC), or Family Advisory Council (FAC), English Learner Advisory Committee (ELAC), District English Learner Advisory Committee (DELAC).

Wellness Committee which allows families to support with developing a healthier school environment, create the vision and goals for local healthy schools program, advocate for school health programs and policies within the school community, provide feedback to school district regarding process implementation of the local wellness policy.

Data and Operations department creates annual surveys to parents to determine the information they need from school. We involve parents to hold workshops and meetings on issues of interest to within the community and assist outreach efforts of Parent/Teacher Association, develop ongoing relationships with the community to share information about the school and identify community resources, provide information and resources that can help parents to support their children's learning at home. Parents are encouraged to be active at home by assuring that their child is completing all assigned work, communicating with homeroom teachers of their child, and by making sure that their child leaves home for school on time.

Town Hall Meeting via zoom with Middle School Administrators (Once a Month in the evenings)

Chai & Chat - Parent join Principal and school administers in- person

Family Community Liaison
Family Advisory Council

Employment / Volunteer Opportunities

2 Parent Conference Staff Development Days Per Year

Ongoing SST Parent Meetings

LCAP Advisory Council Family Surveys

Our parent coordinator disseminates school information and through online communication (Parent Square). Interested Families are encouraged to contact Vanessa Oden, AIMS K12 District Parent and Community Liaison at vanessa.oden@aimsk12.org

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2018-2019	School 2019-2020	School 2020-2021	District 2018-2019	District 2019-2020	District 2020-2021	State 2018-2019	State 2019-2020	State 2020-2021
Dropout Rate	--	--	--	12.60%	11.20%	11.30%	9.00%	8.90%	9.40%
Graduation Rate	--	--	--	76.50%	76.50%	77.10%	84.50%	84.20%	83.60%

Chronic Absenteeism by Student Group
(School Year 2020—2021)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	243	241	27	11.2
Female	110	109	10	9.2
Male	133	132	17	12.9
American Indian or Alaska Native	114	112	8	12.9
Asian	0	0	0	0.0
Black or African American	71	71	10	14.1
Filipino	1	1	0	0.0
Hispanic or Latino	40	40	7	17.5
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	3	3	0	0.0
White	13	13	2	15.4
English Learners	73	72	12	16.7
Foster Youth	0	0	0	0.0
Homeless	0	0	0	0.0
Socioeconomically Disadvantaged	164	162	16	9.9
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	15	15	3	20.0

Last updated:

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2018-2019	School 2020-2021	District 2018-2019	District 2020-2021	State 2018-2019	State 2020-2021
Suspensions	3.53%	0.00%	4.40%	0.03%	3.47%	0.20%
Expulsions	0.00%	0.00%	0.09%	0.00%	0.08%	0.00%

Note: Data collected during the 2020–21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Suspensions and Expulsions for School Year 2019—2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-2020	District 2019-2020	State 2019-2020
Suspensions	0.00%	3.64%	2.45%
Expulsions	0.00%	0.07%	0.05%

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to other year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to other school years.

Last updated: 1/15/22

Suspensions and Expulsions by Student Group
 (School Year 2020—2021)

Student Group	Suspensions Rate	Expulsions Rate
All Students	0	0
Female	0	0
Male	0	0
Non-Binary	0	0
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	0	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	0	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	0	0

Last updated:

School Safety Plan (School Year 2021-2022)

<p>Safety is one of our utmost concerns. To ensure the safety of our students, we have done the following things:</p> <ol style="list-style-type: none"> 1. Conducted regular monthly fire drills. 2. Practiced meeting at a predetermined location in case of a fire. Evacuation maps and Exit Routes are placed in every room on campus. 3. Hired a fire safety expert to inspect our fire alarm and fire extinguisher every year. 4. Ensured all classrooms have an emergency kit in the classrooms. 5. Trained each teacher to respond to earthquake and fire emergency. 6. Practiced the “duck and cover routine” for earthquakes. 7. Updated our emergency kit with first-aid and disaster supplies. 8. Implemented an Emergency Lockdown procedure and conduct two lockdown procedures per academic year. 9. Implemented a Shelter in Place procedure. 10. Continued to address bullying, abuse and other issues regarding safety and the well-being of students and staff members. 11. Continued to follow through with a Traffic Safety plan. 12. Designated a Safe School Plan Committee.

Last updated: 2/1/22

D. Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) School Year 2018—2019

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K				
1				
2				
3				
4				
5				
6	37.00		5	2
Other**				0

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2019—2020

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K				
1				
2				
3				
4				
5				
6	26.00	1	2	
Other**				

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2020–2021

Grade Level	Average Class Size	Number of Classes *1-20	Number of Classes *21-32	Number of Classes 33+
K				
1				
2				
3				
4				
5				
6	20.00	1	2	
Other**				

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary) (School Year 2018—2019)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	35.00		2	1
Math	35.00		2	1
Science				
Social Science	35.00			1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019—2020)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	27.00	2		1
Math	27.00	1	3	1
Science				
Social Science	30.00	1		1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2020–2021)

Subject	Average Class Size	Number of Classes *1-22	Number of Classes *23-32	Number of Classes 33+
English	26.00	1	5	0
Math	26.00	1	5	0
Science	26.00	1	5	0
Social Science	26.00	1	5	0

Last updated: 2/1/22

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2020—2021)

Title	Ratio
Pupils to Academic Counselor*	0.18

Last updated: 1/1/00

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2020—2021)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0.45
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	0.00
Social Worker	0.00
Nurse	0.27
Speech/Language/Hearing Specialist	0.00
Resource Specialist (non-teaching)	0.45
Other	0.00

Last updated: 1/1/00

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2019—2020)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12254.00	\$3298.00	\$8955.00	\$63663.00
District	N/A	N/A	--	\$68321.00
Percent Difference – School Site and District	N/A	N/A	--	-7.58%
State	N/A	N/A	\$8443.83	\$84665.00
Percent Difference – School Site and State	N/A	N/A	5.87%	-28.31%

Last updated: 2/1/22

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2020–2021)

After School Tutoring/Saturday School

In 2020-2021 AIMS MS had intervention aides who provided instructional support to the 6th through 8th grade students via small-group tutoring both during and after school. Tutoring groups are based on ability level. Classroom teachers assess students then assign students to tutoring groups. The tutors and resource teachers frequently collaborate with and provide ongoing updates to classroom teachers to support the students’ academic needs. Some teachers even offer free tutoring for students during Saturday school. Tutoring is an integral part of the American Indian Model and ensures that students receive the academic assistance needed to be successful at AIMS MS.

AIMS MS Extended School Year

AIMS MS students attend an extended school year for three weeks between June and July. The extended school year serves as a starting point for the new school year. For many new students, the extended school year provides opportunity for students to acclimate to the AIMS K-12 model and academic rigors associated with AIMS MS.

Techbridge Engineering Club

Techbridge’s hands-on science program for girls from 6th to 8th grade. Participating students met once a week to work on projects.

Title I & Tittle III

Through Title I and Title III funding we are able to offer program and services to student's with after-school tutoring support. In addition, we offer a comprehensive ELD intervention program to support the needs of our ELL population. Push in and pull out intervention services are offered for students who are failing or at risk of failing to meet AIMS standards.

Afterschool Program

AIMS MS partnered with Bay Area Community Resouces (BACR) to provide after school enrichment and academic support.

National School Lunch Program

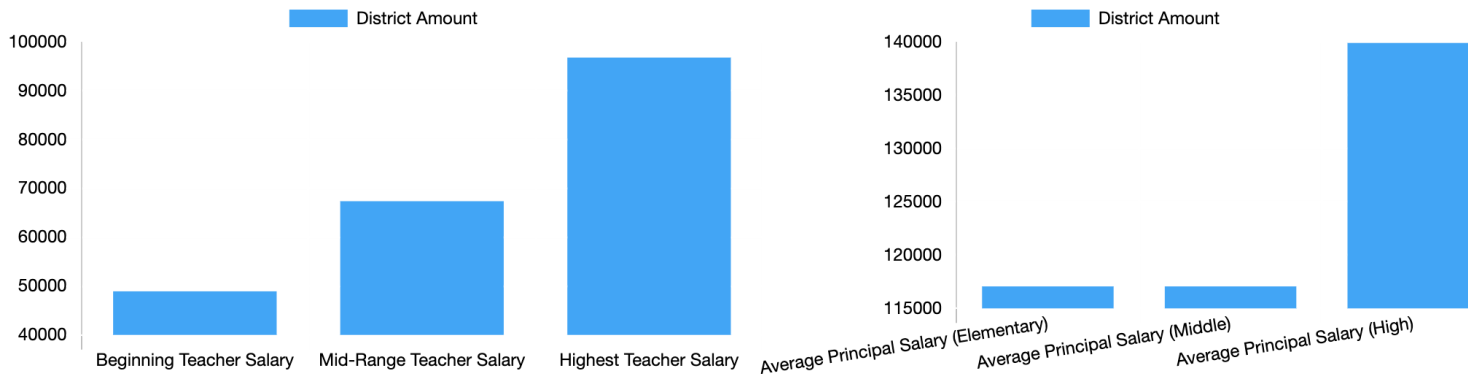
We are proud to be able to provide students with access to a variety of affordable and appealing foods that meet the health and nutrition needs of students. All meals, foods, and beverages sold or served at school meet state and federal requirements based on the USDA Dietary Guidelines. All meals, foods, and beverages are prepared and served by qualified child nutrition professionals to ensure all students are provided access to healthy meal

Last updated: 2/1/22

Teacher and Administrative Salaries (Fiscal Year 2019—2020)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48926.00	\$50897.00
Mid-Range Teacher Salary	\$67368.00	\$78461.00
Highest Teacher Salary	\$96755.00	\$104322.00
Average Principal Salary (Elementary)	\$111968.00	\$131863.00
Average Principal Salary (Middle)	\$117064.00	\$137086.00
Average Principal Salary (High)	\$139888.00	--
Superintendent Salary	\$336169.00	\$297037.00
Percent of Budget for Teacher Salaries	29.00%	32.00%
Percent of Budget for Administrative Salaries	8.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.



Professional Development

Measure	2019-2020	2020-2021	2021-2022
Number of school days dedicated to Staff Development and Continuous Improvement	41	33	39

Coversheet

2022 E-Rate

Section:	III. Action Items
Item:	B. 2022 E-Rate
Purpose:	Vote
Submitted by:	
Related Material:	E-RATE_CTF Consultant Agreement HWC Finance Cover Letter.docx.pdf FY2022 E-Rate Sales Agreement - 2022-02-15 (1) (1).pdf



AIMS Finance Committee Meeting Item Cover Letter

Item: **E-RATE/CTF Consultant Agreement HWC**

Presented By: *Tiffany Tung, Data, Accountability Operations Manager*

Staff Recommendation:

Consultant has already been approved in previous board meeting to complete E-Rate application.

Staff recommends to accept consultant fee. Consultant will support with the E-Rate and California Tele connect Application (CTF). Additionally, consultant will ensure grantee AIMS completed deadlines for future applications for the duration of the 5-year grant opportunity. Consultant will ensure that all necessary paperwork is filled timely for reimbursement.

Committee Approval: E-rate and consultant approved in previous board meeting.

Total Associated Cost:

Category 1: \$3,545.80

Category 2: Over five years \$17,729.00

Category 1 Estimate: $\$28,171 \times 20\% = \$5,623.00$ leaves school w/ \$22,494. Every year that AIMS applies. Adjust if internet expenses adjust or change.

Category 2 Estimate: 5- year period of reimbursement takes total student population 1327 students $\times 167 = \$221,609$ over five years, reimbursed 80% 177,287.00 fee 10% what is reimbursed: \$17,729.00 over years.

Category 1: can be used for WI-FI and internet expenses

Category 2: WI-FI equipment, wireless access points, cabling of WI-FI network,

Included in Budget? *State Reimbursement*

Source: *State Reimbursement*

Over/Under Budget?
N/A

Amount Over/Under Budget?
N/A

Included in LCAP?

No

Which LCAP?

State Reimbursement



Agreement

To Prepare and Submit E-Rate Applications

Presented to: Tiffany Tung
Data, Accountability, and Operations Manager
AIMS K-12 College Prep Charter District

Presented by: Greg Lowry
Managing Director
HWC Consultants, LLC

February 15, 2022

WHEREAS AIMS K-12 COLLEGE PREP CHARTER DISTRICT (“CLIENT”) IS LOCATED IN OAKLAND, CALIFORNIA 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 2022–2023. 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 Tiffany Tung, the Client contact for this project.

II. FEES

The fee for each year of a Category One application is twenty percent (20%) of the total committed amount between E-Rate and CTF reimbursements, 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, with a fee minimum of \$2,500. 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.

AIMS K-12 College Prep Charter
District ("Client")

HWC Consultants, LLC ("Consultant")



Name: Tiffany Tung
Title: Data, Accountability, and
Operations Manager

Name: Greg Lowry
Title: Managing Director

Coversheet

CALSHAPE

Section:	III. Action Items
Item:	C. CALSHAPE
Purpose:	Vote
Submitted by:	
Related Material:	CALSHAPE Grant Agreement AIPCS.pdf CalSHAPE Resolution AIPCS.pdf CALSHAPE Grant Agreement AIPCS II.pdf CALSHAPE Grant Agreement AIPCS II Finance Cover Letter.docx.pdf CALSHAPE Grant Agreement AIPCS Finance Cover Letter.docx.pdf CalSHAPE Board Resolution AIPCS II.pdf

GRANT AGREEMENT

CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION



<small>RECIPIENT</small> American Indian Public Charter	<small>AGREEMENT NUMBER</small> 21R1VA0993
<small>ADDRESS</small> AIMS College Prep Middle School 171 12th St Oakland, CA 94607	<small>AGREEMENT TERM</small> Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

		<small>EIMBURSABLE AMOUNT</small> \$63,228.00
		<small>Total of REIMBURSABLE AMOUNT</small> \$63,228.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
<small>AUTHORIZED SIGNATURE</small>	<small>DATE</small>	<small>AUTHORIZED SIGNATURE</small>	<small>DATE</small>
<small>NAME</small> Adrienne Winuk		<small>NAME</small> 	
<small>TITLE</small> Contracts, Grants, and Loans Office Manager		<small>TITLE</small> 	
<small>CALIFORNIA ENERGY COMMISSION ADDRESS</small> 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A

Scope of Work

American Indian Public Charter
01612596113807

Total Number of Sites 1

Site Name
American Indian Public Charter

CDS Code
01612596113807

American Indian Public Charter
Category

Unit Count

Assessment & Maintenance
Filter
Monitor

32
32
16

EXHIBIT B Budget

**American Indian Public Charter
01612596113807**

**Total Requested Amount
\$63,228.00**

Site Name
American Indian Public Charter

Requested Amount
\$63,228.00

**American Indian Public Charter
Category**

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$40,690.00
\$2,400.00
\$9,600.00
\$10,538.00

Total Grant Award

\$63,228.00

Initial Payment

\$31,614.00

Final Payment

\$31,614.00

EXHIBIT C

Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C

Contacts

LEA Contact (Primary)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. ***Workers' Compensation Insurance***

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. ***Permits and Clearances***

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. ***Equipment***

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

RESOLUTION NO. _____

Resolution of

Name of Local Educational Agency

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that _____

authorizes _____ *Governing Body*
_____ *LEA Name* to apply for a

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), _____ *Governing Body*

the grant is (Please select one)

☐ not a project because _____

OR

☐ a project that is exempt under _____ because _____

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the _____ authorizes _____

_____ *Governing Body* _____ *LEA Name*
to accept a grant up to \$ _____ *Grant Amount Requested* and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that _____,
Name of Designated LEA Official or Staff
_____, and _____,
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*
are hereby authorized and empowered to execute in the name of
_____ all necessary documents to implement and
_____ *LEA Name*
carry out the purpose of this resolution, and to undertake all actions necessary to
undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this _____ day of _____, _____.
Month *Year*

Governing Body Representatives:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GRANT AGREEMENT

CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION



<small>RECIPIENT</small> American Indian Public Charter II	<small>AGREEMENT NUMBER</small> 21R1VA0994
<small>ADDRESS</small> American Indian Public Charter II 171 12th St Oakland, CA 94607	<small>AGREEMENT TERM</small> Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

		<small>EIMBURSABLE AMOUNT</small> \$63,228.00
		<small>Total of REIMBURSABLE AMOUNT</small> \$63,228.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A

Scope of Work

American Indian Public Charter II
01612590114363

Total Number of Sites 1

Site Name
American Indian Public Charter II

CDS Code
01612590114363

American Indian Public Charter II

Category	Unit Count
Assessment & Maintenance	32
Filter	32
Monitor	16

EXHIBIT B Budget

American Indian Public Charter II
01612590114363

Total Requested Amount
\$63,228.00

Site Name

American Indian Public Charter II

Requested Amount
\$63,228.00

American Indian Public Charter II

Category

Assessment & Maintenance

Filter

Monitor

Contingency

Requested Amount

\$40,690.00

\$2,400.00

\$9,600.00

\$10,538.00

Total Grant Award

Initial Payment

Final Payment

\$63,228.00

\$31,614.00

\$31,614.00

EXHIBIT C

Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C

Contacts

LEA Contact (Primary)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. ***Workers' Compensation Insurance***

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. ***Permits and Clearances***

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. ***Equipment***

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



AIMS Finance Committee Meeting Item Cover Letter

Item: **CALSHAPE Grant Agreement AIPCS II**

Presented By: *Tiffany Tung, Data, Accountability Operations Manager*

Staff Recommendation:

Staff recommends to accept grant for AIPCS II. Grant will provide funding for able to study our ventilation system. The study will allow ventilation company to test and balance to allow for more grant opportunities to make even larger changes to the current HVAC system.

Committee Approval:

Total Associated Cost: \$63,228.00

Included in Budget? *Grant Award*

Source: *Grant Award*

Over/Under Budget?
N/A

Amount Over/Under Budget?
N/A

Included in LCAP?

No

Which LCAP?

Grant Award



AIMS Finance Committee Meeting Item Cover Letter

Item: **CALSHAPE Grant Agreement AIPCS**

Presented By: *Tiffany Tung, Data, Accountability Operations Manager*

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Total Associated Cost: \$63,228.00

Included in Budget? *Grant Award*

Source: *Grant Award*

Over/Under Budget?
N/A

Amount Over/Under Budget?
N/A

Included in LCAP?

No

Which LCAP?

Grant Award

California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

RESOLUTION NO. _____

Resolution of

Name of Local Educational Agency

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that _____

authorizes _____ *Governing Body*
_____ *LEA Name* to apply for a

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), _____ *Governing Body*

the grant is (Please select one)

☐ not a project because _____

OR

☐ a project that is exempt under _____ because _____

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the _____ authorizes _____

_____ *Governing Body* _____ *LEA Name*
to accept a grant up to \$ _____ *Grant Amount Requested* and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that _____,
Name of Designated LEA Official or Staff
_____, and _____,
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*
are hereby authorized and empowered to execute in the name of
_____ all necessary documents to implement and
_____ *LEA Name*
carry out the purpose of this resolution, and to undertake all actions necessary to
undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this _____ day of _____, _____.
Month *Year*

Governing Body Representatives:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Coversheet

AIMS LCAP

Section:	III. Action Items
Item:	D. AIMS LCAP
Purpose:	Vote
Submitted by:	
Related Material:	AIPCS II Midyear Progress Report for 2021-22.docx AIPCS II LCAP Supplement Presentation (1).pdf AIPCS II LCAP Supplement Presentation.pdf AIMS MS LCAP Supplement.docx AIPCS II LCAP Supplement Presentation - Google Slides.html AIMS MS LCAP Supplement Presentation.pdf AIMS HS Midyear Progress Report for 2021-22.docx AIMS MS Midyear Progress Report for 2021-22.docx AIMS HS LCAP Supplement.docx AIMS HS LCAP Supplement Presentation.pdf

2021-22 Mid-Year LCAP Progress Report

Commented [1]: Remember to add Educator Effectiveness Grant and ESSER III

Goal 1: Academics and Curriculum

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
California Assessment of Student Performance and Progress - Mathematics	55% of all students will reach proficiency in mathematics	In Progress	65% of all students will reach proficiency in mathematics or higher.
California Assessment of Student Performance and Progress - English Language Arts	45% of all students will reach proficiency in English Language Arts	In Progress	55% of all students will reach proficiency in English Language Arts or higher
California Assessment of Student Performance and Progress Science	40% of all students will reach proficiency in Science	In Progress	60% of all students will reach proficiency in Science
English Learners making annual growth as measured by ELPAC annual growth data	At least 60% of English Language Learners will make at least one year’s progress in learning English	2022 ELPAC data not yet available, but comparing 2020 to 2021 shows 22.5% of ELLs making at least one year’s progress	65% of English Language Learners will make at least one year’s progress in learning English
English Learner Reclassification Rate	40% EL Reclassification Rate	This school year, 100% of eligible ELLs were reclassified	45% EL Reclassification Rate

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
1.1	Approved Textbooks & Core curricula materials + Curriculum Supporting Software	[Y]	\$139,000		In Progress
1.2	Quill Writing	[N]	[see 1.1]	\$4,200	In Progress

Commented [2]: Indicate: Planned, Partial, Complete, Not Implemented

1.3	ALEKS Program for Middle School Middle School Students	[N]	[see 1.1]	\$327	In Progress
1.4	Rosetta Stone for Middle School Students	[N]	[see 1.1]	\$0	Not Implemented
1.5	VPA Materials for Middle School Students	[N]	[see 1.1]	\$1,183	Partial
1.6	Academic Saturday School	[N]	\$93,000		Partial
1.7	Matching Books with Lexile Levels	[N]	\$2,0378	\$5,103	Partial
1.8	Professional Development on Implementing the Curriculum + Pedagogy	[N]	\$27,984		Partial
1.9	NGSS Standards Based Curriculum	[N]	\$10,000	\$26,826	Completed
1.10	ELD Consultant	[Y]	\$4,800	\$0	In Progress
1.11	Purchase Independent Learning Programs	[N]	\$13,000	\$10,024	Partial

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.

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year	92% of teachers are appropriately credentialed.	100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment	8% of teachers are misassigned	0% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100%	100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs	95%	At least 90% of the staff will attend professional development when it occurs

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
2.1	Administrative Staff	[N]	\$475,000	\$0	In Progress
2.2	Teachers, Substitutes, and Teacher Incentives	[Y]	\$2,350,000	\$1,917,557	Partial
2.3	Professional Development for Teachers	[Y]	\$48,334	\$10,900	Partial
2.4	Teacher Induction	[N]	\$16,500	\$6,116	Partial
2.5	Intervention Aides	[N]	\$424,378	\$199,907	Partial
2.6	Administrative Assistants and Clerks	[N]	\$392,042	\$284,094	Partial
2.7	School Supplies, Uniforms, and Instructional Materials	[N]	\$122,280	\$30,929	Partial
2.8	OUSD SpEd Encroachment	[N]	\$1,214,325	\$423,715	Partial

Commented [3]: Indicate: Planned, Partial, Complete, Not Implemented

Goal 3: Measurement of Data Use technology and supplemental education resources to increase staff effectiveness, progress monitor, and improve student outcomes in becoming 21st century learners and educators. State Priorities:			
Mid-Year 2021-22 Progress: Measuring & Reporting Results			
Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Formative Assessment Scholastic Math Inventory (SMI)	50% of students will be at grade the grade level proficiency	68% of all students were proficient in mathematics	70% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	40% of students will be at grade the grade level proficiency	61% of all student were proficient in reading	60% of students will be at grade the grade level proficiency
Illuminate Math	Each K-5 grade level will have a proficiency rate of at least 50% or above	86% of all students were proficient in mathematics using Illuminate	Each grade level will have a proficiency rate of at least 55%

Illuminate ELA	Each K-5 grade level will have a proficiency rate of at least 45% or above		Each grade level will have a proficiency rate of at least 50%		
Mid-Year 2021-22 Progress: Status of Implementation and Expenditures					
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
3.1	HMH Math Inventory	[N]	\$4,758.80	\$0.00	In Progress
3.2	Scholastic Reading Inventory (SRI)	[N]	\$2,800	\$1,356.00	Partial
3.3	District-Wide Assessment & Data Platform	[Y]	\$15,000	\$5,423.00	Partial
3.4	PowerSchool	[N]	\$8,158	\$41,950.00	Partial
3.5	Districtwide Academic Data Coordinator	[N]	\$43,479	\$19,364.15	Partial

Commented [4]: Indicate: Planned, Partial, Complete, Not Implemented

Goal 4: School Culture and Climate Create a safe and positive school that's based upon the principles of family and community, the recognition of dignity and worth of every human being, and social awareness and justice that leads to action. State Priorities:			
Mid-Year 2021-22 Progress: Measuring & Reporting Results			
Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Attendance Rate	95% ADA	As of January 31, 2022 our ADA is 96.79%	97.5% ADA
School Survey - Question regarding Safety	Student Response : 80% Family Response: 80%	In Progress	Student Response: 85% Family Response: 85%

Family Survey - Question regarding High Expectations	Family Response: 85%	In Progress	Family Response: 90%
Student Survey Student - Caring Relationships	Student Survey Response: 80%	In Progress	Student Survey Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%	0%	< 3%
School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool	The facility received a Good rating on the Facilities Inspection Tool	The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above	In Progress	Positive Response of at least 75% or above

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures						
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status	
4.1	Healthy and Nutritious Meals - All Students Child Nutrition- Food Services NSLP/SSO	[N]	\$130,000		In Progress	
4.2	SEL PD	[N]	\$10,000	\$5,381	Partial	
4.3	SEL Counselors	[N]	\$113,000	\$74,862	Partial	
4.4	Positive Behavior Intervention System Elementary School (PBIS)	[N]	\$3700	\$150	Partial	
4.5	Assemblies, Guest Speakers	[N]	\$15,000		In Progress	
4.6	School Nurse	[N]	\$70,081.34		In Progress	
4.7	Oakland Enrolls / Schoolmint	[N]	\$12,900		In Progress	
4.8	Parent Square	[N]	\$3500		In Progress	
4.9	Restorative Justice	[N]	\$25000		In Progress	
4.10	Custodial Staff & Facility Maintenance	[N]	\$143,000		In Progress	
4.11	Athletics	[N]	\$22,080		In Progress	
4.12	Community Liaison	[N]	\$33,805		In Progress	

Commented [5]: Indicate: Planned, Partial, Complete, Not Implemented

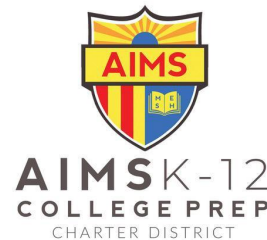
4.13	After School & Enrichment Programs	[N]	\$177,382		In Progress
4.14	AIMS K-12 College Prep Charter District CMO	[N]	\$1,474,241		In Progress
4.15	IT Services / Maintenance	[N]	\$20,000		In Progress
4.16	Computer / School Furniture Inventory	[N]	\$40,000		In Progress
4.17	Campus Security / Bell System Enhancements	[N]	\$7,000		In Progress

AIPCS II

Supplement to the 2021-22 Annual Update & Mid-Year Progress Report

Presenter Name: Maryetta Golden & Riffat Akram

Title: Heads of School



Background

Section 124(e) of Assembly Bill 130 requires the LEA to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2021–22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

Impact on the Budget Overview for Parents

- When the AIMS K-12 Board adopted the LCAP and Budget on June 2021, the state budget act was not complete. The adopted state budget included additional funds that were not anticipated by our LEA.
- The impact to our adopted Budget Overview for Parents is as follows:

Funding	As adopted by AIMS Board Meeting in June 2021	Amount per Budget Act of 2021
Total LCFF Funds	\$ 8,783,995	
LCFF Supplemental/Concentration Grants	N/A	

Supplement to the Annual Update

The Supplement has five prompts addressing the following areas:

1. Educational Partner Engagement for Budget Act 2021 Funds
2. Use of Additional Concentration Grant Funds
3. Educational Partner Engagement for One-Time Federal Funds
4. Implementation of the ESSER III Expenditure Plan
5. Use of Fiscal Resources Consistent with the 2021-22 LCAP

Engagement of Educational Partners for Budget Act Funds

Budget Act Program	Amount
Educator Effectiveness Block Grant	\$140,648
A-G Completion Improvement Grant	N/A
Pre-K Planning & Implementation Grant	N/A
Expanded Learning Opportunities Program	\$278,147.81

Use of Additional Concentration Funding

The one-time supplement for was calculated based on the enrollment of low-income, English learners, and foster youth. LEAs with high percentages of these student groups were eligible to receive the additional funds.

The AIPCS II “unduplicated pupil count” is 64%, which resulted in \$ in supplemental/ concentration grant funding.

Engagement for One-Time Federal Funds CARES (ESSER I) & CRRSA (ESSER II)

As part of our annual LCAP process, AIPCS II connected with students, families (including those who speak languages other than English), administrators, teachers and community groups May 2020 and May 2021 in alignment with the LCAP development process.

ARP (ESSER III - \$1,706,933.00)

The development of the ESSER III Expenditure Plan incorporated the extensive feedback received when we conducted community engagement for the 2021-22 Local Control & Accountability Plan (LCAP) and additional input received in the Fall 2021.

Expanded Learning Opportunities Grant (ELO-G \$ 278,147.81)

The ELOG Expenditure Plan was developed concurrently with the LCAP in the Spring 2021.

Implementation of the ESSER III Plan

As of the midyear, AIPCS III has implemented some identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

Specifically, we have successfully implemented the following:

- Student Health & Safety using additional cleaning and sanitization practices.
- Use of online learning platform
- ELD Support

We have also experienced some challenges to full implementation in filling staff positions due to staffing shortage.

Mid-Year Progress for the LCAP 21-22

As this is the middle of academic year, very few metric outcomes are known.

Similarly, at this point in the school year, some LCAP actions are Complete, In-Progress, Planned, or Not Implemented. An update of LCAP actions will be shared with expenditures through the December 2021.

The metrics, implementation status, and expenditures as of December 2021 for each LCAP goal will be shared on the following slides. Additional detail can be found in the accompanying “Mid-Year LCAP Progress Report” document.

Academics and Curriculum

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

	LCAP 21-22	Mid-Year
Metrics a.) Formative Assessment Scholastic Math Inventory (SMI) b.) Formative Assessment Scholastic Reading Inventory (SRI) c.) Illuminate Math	a.) 50% of students will be at grade the grade level proficiency b.) 40% of students will be at grade the grade level proficiency c.) Each K-5 grade level will have a proficiency rate of at least 50% or above	a.) 68% of all students were proficient in mathematics b.) 61% of all student were proficient in reading c.) 86% of all students were proficient in mathematics using Illuminate
Actions	11	
Expenditures	Detail can be found in the “Mid-Year LCAP Progress Report” document.	

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.

	LCAP 21-22	Mid-Year
Metrics	4	4
Actions	8	8
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

Measurement of Data

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

	LCAP 21-22	Mid-Year
Metrics	4	4
Actions	5	5
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

School Culture and Climate

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

	LCAP 21-22	Mid-Year
Metrics	7	
Actions	17	
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

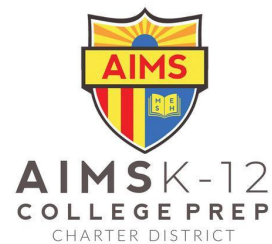
Conclusion

The continuing impacts of the COVID-19 pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

Despite these challenges, AIPCS II remains committed to implementing the 2021-22 LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students.

Thank you.

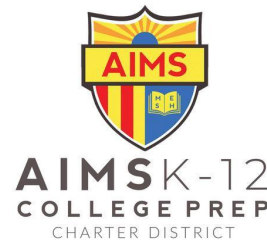


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Actions	11	
Expenditures Detail can be found in the “Mid-Year LCAP Progress Report” document.		

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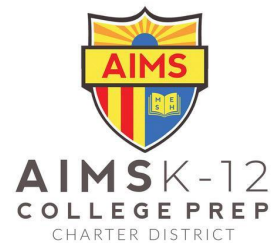
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Thank you.



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AIMS College Prep Middle School	Riffat Akram - Head of School 6th-8th	riffat.akram@aimsk12.org 510-893-8701

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

AIMS College Prep Middle School (AIMS MS) engaged with its educational partners for the development of the 2021-2022 LCAP. Resources available as of June 15, 2021 did not permit inclusion of all state funds included in the Budget Act of 2021. Additional funds not included in the 2021-22 LCAP include:

- **LCFF S&C including One-time 15% Add-On** (\$8,783,995): Due to limited LCFF resources, not all of the expressed needs were addressed in the LCAP, however, this feedback has been considered in the use of additional funds received.
- **Educator Effectiveness Block Grant** (\$41,238): A public meeting was held on 11/30/2021 regarding Educator Effectiveness Block Grant. Teachers, Staff and Parents/families participated in this public meeting and planned the expenditures for this grant.
- **Expanded Learning Opportunities Program** (\$113,361.65): A public meeting forum is planned on 05/6/21 regarding the Expanded Learning Opportunities Program.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

AIMS College Prep Middle School (AIMS MS) has an unduplicated pupil enrollment of 56%. AIPCS II will use the concentration grant add-on funding to increase the number of paraprofessionals and teachers who will provide the following direct services to students:

- Small group interventions
- Push in/Pull out instructional support

Additionally, the concentration grant funds will be used to retain Instructional Aids in order to maintain continuity of services for our students.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Throughout the annual LCAP development process AIMS MS received input on a variety of programs and services provided to students. Due to limited resources and previous funding plan development, not all of these expressed needs were addressed in the 21-22 LCAP, however the feedback received has been considered in the use of additional funds including federal COVID-19 Relief funds.

The LEA engaged its educational partners during the release of these federal; funds as follows:

- CARES Act, ESSER I, GEER, ESSER II
- Expanded Learning Opportunities Grant -
- ESSER III -

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

It is a priority of AIMS MS to ensure the health and safety of students, educators and other staff as well as to ensure continuity of services, as required by the American Rescue Plan (ARP) Action of 2021. To this end AIMS MS has implemented some of the actions identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

We have successfully implemented a Health Clerk to increase COVID screenings and COVID testing to ensure weekly testing for student community safety. School wide distribution of Face Masks for all students and faculty. Additional funds to increase SEL

support. Provided lunches to all students due to continued participation in the SSO program with CDE. Upgraded ventilation in the school building to enhance air filtration throughout the building. .

We have also experienced challenges to implementation. These challenges included shortage of staffing, students and families impacted by COVID that impacted overall ADA and academic participation.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

AIMS MS considers the LCAP to be the comprehensive planning document which captures the priorities, goals, and actions to improve student outcomes. As such, the additional funds received are viewed through the lens of the LCAP to determine where student needs exist and what services are needed to address those needs. Some examples of the alignment of these funds to the LCAP are:

- CARES Act, ESSER I, GEER, ESSER II
- Expanded Learning Opportunities Grant
- ESSER III

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *"A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP)."*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *"A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent."*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *"A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils."*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

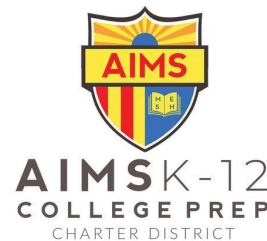
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AIMS Middle School Supplement to the 2021-22 Annual Update & Mid-Year Progress Report

Presenter Name: Riffat Akram

Title: Head of School



Background

Section 124(e) of Assembly Bill 130 requires the LEA to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2021–22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

Impact on the Budget Overview for Parents

- When the AIMS K-12 Board adopted the LCAP and Budget on June 2021, the state budget act was not complete. The adopted state budget included additional funds that were not anticipated by our LEA.
- The impact to our adopted Budget Overview for Parents is as follows:

Funding	As adopted by AIMS Board Meeting in June 2021	Amount per Budget Act of 2021
Total LCFF Funds		
LCFF Supplemental/Concentration Grants		

Supplement to the Annual Update

The Supplement has five prompts addressing the following areas:

1. Educational Partner Engagement for Budget Act 2021 Funds
2. Use of Additional Concentration Grant Funds
3. Educational Partner Engagement for One-Time Federal Funds
4. Implementation of the ESSER III Expenditure Plan
5. Use of Fiscal Resources Consistent with the 2021-22 LCAP

Engagement of Educational Partners for Budget Act Funds

Budget Act Program	Amount
Educator Effectiveness Block Grant	\$41,238
A-G Completion Improvement Grant	N/A
Pre-K Planning & Implementation Grant	N/A
Expanded Learning Opportunities Program	\$ 76,747.00

Use of Additional Concentration Funding

The one-time supplement for was calculated based on the enrollment of low-income, English learners, and foster youth. LEAs with high percentages of these student groups were eligible to receive the additional funds.

The AIMS MS “unduplicated pupil count” is 56%, which resulted in \$ in supplemental/ concentration grant funding.

Engagement for One-Time Federal Funds CARES (ESSER I) & CRRSA (ESSER II)

As part of our annual LCAP process, AIMS MS connected with students, families (including those who speak languages other than English), administrators, teachers and community groups May 2020 and May 2021 in alignment with the LCAP development process.

ARP (ESSER III - \$385,331.00)

The development of the ESSER III Expenditure Plan incorporated the extensive feedback received when we conducted community engagement for the 2021-22 Local Control & Accountability Plan (LCAP) and additional input received in the Fall 2021.

Expanded Learning Opportunities Grant (ELO-G)\$ 76,747.00

The ELOG Expenditure Plan was developed concurrently with the LCAP in the Spring 2021.

Implementation of the ESSER III Plan

As of the midyear, AIMS MS has implemented some identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

Specifically, we have successfully implemented the following:

- Student Health & Safety using additional cleaning and sanitizations practices.
- Use of online learning platform
- ELD Support

We have also experienced some challenges to full implementation in filling staff positions due to Staffing shortage.

Mid-Year Progress for the LCAP 21-22

As this is the middle of academic year, very few metric outcomes are known.

Similarly, at this point in the school year, some LCAP actions are Complete, In-Progress, Planned, or Not Implemented. An update of LCAP actions will be shared with expenditures through the December 2021.

The metrics, implementation status, and expenditures as of December 2021 for each LCAP goal will be shared on the following slides. Additional detail can be found in the accompanying “Mid-Year LCAP Progress Report” document.

Academics and Curriculum

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

	LCAP 21-22	Mid-Year
Metrics	5	5
Actions	10	9
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

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.

	LCAP 21-22	Mid-Year
Metrics	4	4
Actions	9	9
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

Measurement of Data

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

	LCAP 21-22	Mid-Year
Metrics	2	2
Actions	5	5
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

School Culture and Climate

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

	LCAP 21-22	Mid-Year
Metrics	7	7
Actions	18	18
Expenditures		

Detail can be found in the “Mid-Year LCAP Progress Report” document.

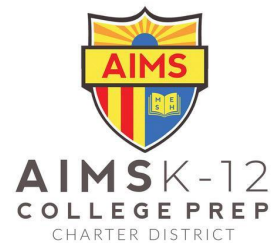
Conclusion

The continuing impacts of the COVID-19 pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning and continued unforeseen daily challenges, has presented many challenges the first half of the school year.

Despite these challenges, AIMS MS remains committed to implementing the 2021-22 LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students.

Thank you.



2021-22 Mid-Year LCAP Progress Report

Goal 1: Academics and Curriculum

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 25% Progressed at least one ELPAC Level	2022 ELPAC data not yet available, but comparing 2020 to 2021 shows 27% of ELLs making at least one year’s progress	2023-24 45%-50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 5%	This school year, 87.5% of eligible ELLs were reclassified	2023-24 <10% Growth over Baseline
Percentage of High School Graduates Eligible for the California State Biliteracy Seal	< 10%	0%	> 20%
The percentage of students who have passed an Advanced Placement (AP) examination with a score of three or higher.	30% students who have passed an Advanced Placement (AP) examination with a score of three or higher.	In progress	2023-24 40% students who have passed an Advanced Placement (AP) examination with a score of three or higher
The percentage of students scoring above state average in SAT	25% percentage of students scoring above state average in SAT	51.96%	40% percentage of students scoring above state average in SAT

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
1.1	Textbooks and Supplemental Curriculum	[Y]	\$142,513.00	\$173,204	Complete
1.2	AIMS U College Pathways	[N]	See 1.1	N/A	Complete

Commented [1]: Indicate: Planned, Partial, Complete, Not Implemented

1.3	ALEKS Math	[N]	\$5,000.00	\$5467.50	Complete
1.4	Rosetta Stone	[N]	\$0	\$0	Complete
1.5	Learning Ally	[N]	\$0	\$0	Complete
1.6	Acellus Learning Accelerator	[N]	\$16,250.00	\$16,250.00	Complete
1.7	Visual Performing Arts Department Resources	[N]	\$10,000.00	\$14,444.25	Complete

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.
State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results			
Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year	90% of teachers are appropriately credentialed.	100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment	10% of teachers are misassigned.	0% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100%	100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs	92.9%	At least 90% of the staff will attend professional development when it occurs

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures					
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
2.1	Administrative Staff	[N]	\$403,320.00	\$351,381.79	Partial
2.2	Teachers, Substitutes, and Teacher Incentives	[Y]	\$1,736,080.00	\$1,168,750.83	Partial
2.3	School Supplies, Uniforms, and Instructional Materials	[N]	\$100,000	\$123,403	Partial

Commented [2]: Indicate: Planned, Partial, Complete, Not Implemented

2.4	Professional Development	[Y]	\$41,950.00	57,826.34	Partial
2.5	Bilingual Instructional Aides / Administrative Assistants	[Y]	\$448,380.00	104,479.02	Partial
2.6	Academic Counseling / College Bound Kids	[N]	\$270,000.00	428,848.46	Partial
2.7	Academic Saturday School, Student Tutors, and Summer Credit Recovery	[N]	\$88,000.00	\$25,000	Partial
2.8	Funding for AP, SAT/ACT, and PSAT Examinations For All AIMS HS Students	[N]	\$140,000.00	\$2386.50	Partial
2.9	Innovation and Design Thinking Intern	[N]	\$40,520.00	\$0	Not Implemented
2.10	OUSD SPED Encroachment Fee	[N]	\$596,640.00	\$293,970	Partial
2.11	Academic Coach / AP & SAT/ACT Consultants	[N]	\$60,000.00	\$16,560	Partial
2.12	SGA Leadership & Yearbook Teachers	[N]	\$17,518	\$0	Planned
2.13	Freshman Advisory Class	[N]	See 2.2	N/A	Complete

Goal 3: Measurement of Data

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Formative Assessment Scholastic Math Inventory (SMI)	50.0% of students will be at grade the grade level proficiency	25% of students are proficient in mathematics Score will be revised on Monday 2/28/2022	70.0% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	50.0% of students will be at grade the grade level proficiency	57% of students are proficient in reading	70.0% of students will be at grade the grade level proficiency
California Assessment of Student Performance and Progress Mathematics	63% of 11th grade students will reach proficiency in mathematics	In Progress	70% of 11th grade students will reach proficiency in mathematics

California Assessment of Student Performance and Progress ELA	59% of 11th grade students will reach proficiency in English Language Arts	In Progress	65% of 11th grade students will reach proficiency in English Language Arts
California Assessment of Student Performance and Progress Science	29.32% of all students will reach proficiency in Science	In Progress	50% of all students will reach proficiency in Science

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures						
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status	
3.1	Districtwide Academic Data Coordinator	[N]	\$33,497.00	\$12,909.43	Partial	
3.2	Schoology Learning Management System	[N]	\$10,000.00	\$10,222.00	Complete	
3.3	PowerSchool Student Information System / Training Conference	[N]	\$11,484.00	\$7339.14	Complete	
3.4	District-Wide Assessment & Data Platform	[Y]	\$15,000	\$8851.92	Complete	
3.5	HMH Math Inventory	[N]	\$14,597.00	\$14,597.00	Complete	
3.6	HMH Scholastic Reading Inventory	[N]	\$14,877.00	\$14,877.00	Complete	
3.7	Quill Writing	[N]	\$4,500.00	\$4500.00	Complete	

Goal 4: School Culture and Climate

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results			
Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Attendance Rate	96.0% ADA	As of January 31, 2022 our ADA is 95.94%	97.0% ADA
School Survey - Question regarding Safety	Student Response :	In progress	Student Response :

Commented [3]: Indicate: Planned, Partial, Complete, Not Implemented

	80% Family Response: 80%		85% Family Response: 85%
Family Survey - Question regarding High Expectations	Family Response: 85%	In progress	Family Response: 90%
Student Survey Student - Caring Relationships	Student Survey Response: 80%	In progress	Student Survey Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%	2.2%	< 3%
School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool	The facility received a Good rating on the Facilities Inspection Tool	The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive response of at least 70% or above	In progress	Positive Response of at least 75% or above

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures					
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
4.1	AIMS K-12 College Prep Charter District CMO	[N]	\$892,683	\$670,134	Partial
4.2	Education Coordinator for Student Affairs	[N]	\$90,000	\$155,984	Partial
4.3	Socioemotional Counselor	[N]	\$31,000	\$50,417	Partial
4.4	School Nurse	[N]	\$95,000	\$60,805	Partial
4.5	Parent Coordinator	[N]	\$30,400	\$55,689	Partial
4.6	Healthy and Nutritious Meals, Child Nutrition & Food Services (NSLP/SSO)	[N]	\$65,000	\$57,689	Partial
4.7	Custodial Staff & Facility Maintenance	[N]	\$160,000	\$99,567	Partial
4.8	Positive Behavior Intervention Support / Restorative Justice	[N]	\$15,000.00	\$1698.25	Partial

Commented [4]: Indicate: Planned, Partial, Complete, Not Implemented

4.9	Student Government Association	[N]	\$10,000.00	\$880.35	Partial
4.10	College Application Scholarships	[N]	\$26,000.00	\$27,200.40	Partial
4.11	AIMS Athletic Department	[N]	\$170,000	\$78,197	Partial
4.12	Oakland Enrolls / Schoolmint	[N]	\$10,000	\$11175.67	Complete
4.13	ParentSquare	[N]	\$2,200	\$2201.10	Complete
4.14	Public Transportation Support to Vulnerable Student Populations	[N]	\$5,000	\$100	Partial
4.15	IT Services / Maintenance	[N]	\$10,000	\$354.51	Partial
4.16	Computer / School Furniture Inventory	[N]	\$80,178	\$35,619.05	Partial
4.17	Campus Security / Bell System Enhancements	[N]	\$15,000	\$4513	Partial

2021-22 Mid-Year LCAP Progress Report

Goal 1: Academics and Curriculum

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
California Assessment of Student Performance and Progress: Mathematics	55% of all students will reach proficiency in mathematics or higher	In Progress	65% of all students will reach proficiency in mathematics or higher
California Assessment of Student Performance and Progress: ELA	40% of all students will reach proficiency in English Language Arts or higher	In Progress	55% of all students will reach proficiency in English Language Arts or higher
California Assessment of Student Performance and Progress Science	40% of all students will reach proficiency in Science or higher	In Progress	60% of all students will reach proficiency in Science or higher
English Learners making annual growth as measured by ELPAC annual growth data	2019-2020 ELPAC Year, 30% Progressed at least one ELPAC Level	2022 ELPAC data not yet available, but comparing 2020 to 2021 shows 33% of ELLs making at least one year’s progress	2023-24 50% progressed at least one ELPAC Level
English Learner Reclassification Rate	2020-2021 Baseline English Learner Reclassification rate 10%	This school year, 100% of eligible ELLs were reclassified	2023-24 25% Reclassification rate

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
Action 1.1	Approved Textbooks & Core curricula materials + Curriculum Supporting Software	[Y]	[\$131,841]		Partial
Action 1.2	Schoology	[N]	[see 1.1]		Completed
Action 1.3	ALEKS Program for Middle School Students	[N]	[see 1.1]		Partial
Action 1.4	Rosetta Stone for Middle School Students	[N]	[see 1.1]		Not Implementing

Commented [1]: Indicate: Planned, Partial, Complete, Not Implemented

Action 1.5	VPA Materials for Middle School Students	[N]	[see 1.1]		Partial
Action 1.6	Smart Music	[N]	[see 1.1]		Partial
Action 1.7	iXL (ELA, Science, History)	[N]	[see 1.1]		Partial
Action 1.8	TCI Online	[N]	[\$3500]		Partial
Action 1.9	Push Play P.E	[N]	[see 1.1]		Partial
Action 1.10	Learning Ally	[N]	[see 1.1]		Not Implementing

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.

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year	88% of teachers are appropriately credentialed.	100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment	12% of teachers are misassigned	0% of teacher misassignment
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs		At least 90% of the staff will attend professional development when it occurs

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
Action 2.1	Administrative Staff	[N]	[\$184,530]	\$0	see 2.5
Action 2.2	Teachers, Substitutes, and Teacher Incentives	[Y]	[\$682,000]	\$661,777	Partial

Commented [2]: HR will make changes

Commented [3R3]: changes have been made.

Commented [4]: Indicate: Planned, Partial, Complete, Not Implemented

Action 2.3	Professional Development for Teachers, admin & staff	[Y]	[\$59,835]	\$10,762	partial
Action 2.4	Intervention Aides	[N]	[\$139,500]	\$62,577	Partial
Action 2.5	Administrative Assistants and Clerks	[N]	[178,823.5]	\$75,893	Partial
Action 2.6	Teacher on Special Assignment	[N]	[\$11,000]	\$6,645	Partial
Action 2.7	School Supplies, Uniforms, and Instructional Materials	[N]	[\$21,000]	\$11,292	Partial
Action 2.8	Summer School	[N]	[\$13,8887]		Not Started Yet
Action 2.9	OUSD SpEd Encroachment	[N]	[\$449,750]	\$153,871	Partial

Goal 3: Measurement of Data

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Formative Assessment - Scholastic Math Inventory (SMI)	50% of students will be at grade the grade level proficiency	54% of all students were proficient in mathematics	70% of students will be at grade the grade level proficiency
Formative Assessment Scholastic Reading Inventory (SRI)	40% of students will be at grade the grade level proficiency	56% of all students were proficient in Reading	60 % of students will be at grade the grade level proficiency

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures

Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
Action 3.1	Scholastic Math Inventory (SMI)	[N]	[see 1.1]		Partial
Action 3.2	Scholastic Reading Inventory (SRI)	[N]	see 1.1	\$1,446	Partial
Action 3.3	District-Wide Assessment & Data Platform	[N]	see 1.1	\$1,987	Partial
Action 3.4	PowerSchool Student Information System / Training Conference	[N]	see 2.3	\$13,680	Partial

Commented [5]: Indicate: Planned, Partial, Complete, Not Implemented

Action 3.5	Districtwide Academic Data Coordinator	[N]	\$33,497.00	\$6,455	Partial
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Goal 4: School Culture and Climate

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

State Priorities:

Mid-Year 2021-22 Progress: Measuring & Reporting Results			
Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
Attendance Rate	95% ADA	As of January 31, 2022 our ADA is 95.95%	97.5% ADA
School Survey - Question regarding Safety	Student Survey Positive Response: 80% Family Survey Positive Response: 80%	In Progress	Student Survey Positive Response:85% Family Survey Positive Response: 85%
Family Survey - Question regarding High Expectations	Family Survey Positive Response: 85%	In Progress	Family Survey Positive Response: 90%
Student Survey Student - Caring Relationships	Student Survey Positive Response: 80%	In Progress	Student Survey Positive Response: 85%
School Wide Suspension Rate	School Wide Suspension Rate 5%	0%	< 3%
School facility is maintained and in good repair. The facility received Good rating on the Facilities Inspection Tool	School facility is maintained and in good repair. For 2020-2021 the facility received Good rating on the Facilities Inspection Tool	The facility received a Good rating on the Facilities Inspection Tool	The facility receives at least a Good rating on the Facilities Inspection Tool
Food Service Survey- Quality of meals and interest to enhance overall wellbeing	Positive Response of at least 70% or above	In Progress	Positive Response of at least 75% or above

Mid-Year 2021-22 Progress: Status of Implementation and Expenditures					
Action #	Title	Contributing	Planned - Total Funds	Mid-Year - Total Funds	Status
Action 4.1	Healthy and Nutritious Meals - All Students Child Nutrition- Food Services NSLP/SSO	[N]	\$160,637	\$71,232	Partial
Action 4.2	SEL PD	[N]	[see 2.3]	\$5,419	Partial

Commented [6]: Indicate: Planned, Partial, Complete, Not Implemented

Action 4.3	SEL Counselors	[N]	\$33,500	\$25,973	Partial
Action 4.4	PBIS	[N]	[see 1.1]	\$0	Partial
Action 4.5	Assemblies, Guest Speakers	[N]	[see 1.1]	\$0	Partial
Action 4.6	School Nurse	[N]	[\$25,678]	\$5,151	Partial
Action 4.7	Student Government Association	[N]	[\$5,000]	\$0	Partial
Action 4.8	After School Clubs & Enrichment Programs	[N]	[\$177,382]	\$73,873	Partial
Action 4.9	Restorative Justice	[Y]	[\$5000]	\$0	Partial
Action 4.10	Oakland Enrolls / Schoolmint	[Y]	[\$10,000]	\$10,333	Partial
Action 4.11	ParentSquare	[Y]	[\$1400]	\$1,199	Partial
Action 4.12	Custodial Staff & Facility Maintenance	[N]	[\$98,000]	\$51,951	Partial
Action 4.13	Athletics	[N]	[\$23,920]	\$0	Partial
Action 4.14	Community Liaison	[N]	[\$11,700]	\$28,688	Partial
Action 4.15	AIMS K-12 College Prep Charter District CMO	[N]	[\$532,057]	\$365,533	Partial
Action 4.16	IT Services / Maintenance	[N]	[\$5,000]		No
Action 4.17	Computer / School Furniture Inventory	[N]	See 1.1		No
Action 4.18	Campus Security / Bell System Enhancements	[N]	[\$2,000]	\$1100	Partial

Supplement to the Annual Update to the 2021–22 Local Control and Accountability 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 510-893-8701

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

AIMS College Prep High School engaged with its educational partners for the development of the 2021-2022 LCAP. Resources available as of June 15, 2021 did not permit inclusion of all state funds included in the Budget Act of 2021. Additional funds not included in the 2021-22 LCAP include:

- **LCFF S&C including One-time 15% Add-On:** Due to limited LCFF resources, not all of the expressed needs were addressed in the LCAP, however, this feedback has been considered in the use of additional funds received.
- **Educator Effectiveness Block Grant (\$70,034):** A public meeting was held on 11/30/2021 regarding Educator Effectiveness Block Grant. Staff were engaged and asked to contribute to the plan. For example, one music teacher expressed interest in attending an out of state professional development training for music teachers and this idea was included as part of the EEBG plan.
- **A-G Completion Improvement Grant (TBD):** A public meeting, various staff, family, and student engagements, and community surveys will be planned in the near future regarding the A-G Completion Grant, which is contingent on the amount of funds received.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Commented [1]: Discuss educator effectiveness grant, A-G Grant

AIMS College Prep High School (AIMS HS) has an unduplicated pupil enrollment of 60%. AIMS HS will use the concentration grant add-on funding to increase the number of paraprofessionals and teachers who will provide the following direct services to students: Student tutoring, Academic Saturday School, and Credit Recovery programs.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Throughout the annual LCAP development process AIMS HS received input on a variety of programs and services provided to students. Due to limited resources and previous funding plan development, not all of these expressed needs were addressed in the 21-22 LCAP, however the feedback received has been considered in the use of additional funds including federal COVID-19 Relief funds.

The LEA engaged its educational partners during the release of these federal funds as follows:

- CARES Act, ESSER I, GEER, ESSER II: Various student, staff, and parent engagements were held, including survey's soliciting for stakeholder feedback, in the event that they were unable to attend engagement meetings.
- ESSER III: AIMS Staff were engaged during a staff meeting and provided feedback on how best to utilize the funds. Student Government Association students were engaged during their leadership class, and parents and the general public were able to vote in favor of the proposed plans during an October 2021 School Site Council meeting.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

It is a priority of AIMS HS to ensure the health and safety of students, educators and other staff as well as to ensure continuity of services, as required by the American Rescue Plan (ARP) Action of 2021. To this end AIMS HS has implemented some of the actions identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

We have successfully implemented the purchase of a FloWater machine; a Health Clerk to increase COVID screenings; Additional Lunch Tables and Common Area Seatings / Work Areas; Durable Exercise Floor Mats; Music Instrument Face Masks, Additional Student Headsets; Additional Student Chromebooks and Chromebook Carts,

We have also experienced challenges to implementation. For example, additional power outlets are needed to help provide students with more opportunities to charge their student chromebooks during the school day. Suitable outlets must be purchased without posing a tripping hazard, or strains on the school's existing powerload.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

AIMS HS considers the LCAP to be the comprehensive planning document which captures the priorities, goals, and actions to improve student outcomes. As such, the additional funds received are viewed through the lens of the LCAP to determine where student needs exist and what services are needed to address those needs. Some examples of the alignment of these funds to the LCAP are:

- Added \$30,000 in ESSER III funds to support LCAP Goal 4, Action 7 (Custodial Staff & Facility Maintenance)
- Added \$12,000 in ESSER III funds to support LCAP Goal 4, Action 16 (Lunch Tables / Common Area Seating / Work Areas)
- Added \$16,655 in ESSER III funds to support LCAP Goal 4, Action 16 (Student Chromebooks and Chromebook Carts)

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

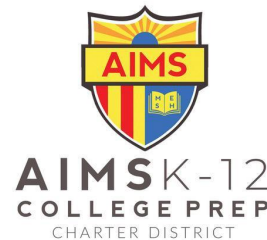
Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

AIMS High School Supplement to the 2021-22 Annual Update & Mid-Year Progress Report

Presenter Name: Maurice Williams

Title: Head of School



Background

Section 124(e) of Assembly Bill 130 requires the LEA to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2021–22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

Impact on the Budget Overview for Parents

- When the AIMS K-12 Board adopted the LCAP and Budget on June 2021, the state budget act was not complete. The adopted state budget included additional funds that were not anticipated by our LEA.
- The impact to our adopted Budget Overview for Parents is as follows:

Funding	As adopted by AIMS Board Meeting in June 2021	Amount per Budget Act of 2021
Total LCFF Funds	4,314,558	
LCFF Supplemental/Concentration Grants	1,268,783	

Supplement to the Annual Update

The Supplement has five prompts addressing the following areas:

1. Educational Partner Engagement for Budget Act 2021 Funds
2. Use of Additional Concentration Grant Funds
3. Educational Partner Engagement for One-Time Federal Funds
4. Implementation of the ESSER III Expenditure Plan
5. Use of Fiscal Resources Consistent with the 2021-22 LCAP

Engagement of Educational Partners for Budget Act Funds

Budget Act Program	Amount
Educator Effectiveness Block Grant	70,034
A-G Completion Improvement Grant	TBD

Use of Additional Concentration Funding

The one-time supplement for was calculated based on the enrollment of low-income, English learners, and foster youth. LEAs with high percentages of these student groups were eligible to receive the additional funds.

The AIMS HS “unduplicated pupil count” is 60%, which resulted in \$ in supplemental/ concentration grant funding.

Engagement for One-Time Federal Funds CARES (ESSER I) & CRRSA (ESSER II)

As part of our annual LCAP process, AIMS HS connected with students, families (including those who speak languages other than English), administrators, teachers and community groups May 2020 and May 2021 in alignment with the LCAP development process.

ARP (ESSER III - \$ 152,877)

The development of the ESSER III Expenditure Plan incorporated the extensive feedback received when we conducted community engagement for the 2021-22 Local Control & Accountability Plan (LCAP) and additional input received in the Fall 2021.

Expanded Learning Opportunities Grant (ELO-G \$329,871)

The ELOG Expenditure Plan was developed concurrently with the LCAP in the Spring 2021.

Implementation of the ESSER III Plan

As of the midyear, AIMS HS has implemented some identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

Specifically, we have successfully implemented the following:

- Additional Health Clerk to increase COVID screenings; Additional Lunch Tables and Common Area Seatings / Work Areas; Durable Exercise Floor Mats; Music Instrument Face Masks, Additional Student Headsets; Additional Student Chromebooks and Chromebook Carts
- We have also experienced some challenges in purchasing additional power outlets for classrooms/common areas for student chromebooks, due to concerns of the school's powerload and tripping hazards.

Mid-Year Progress for the LCAP 21-22

As this is the middle of academic year, very few metric outcomes are known.

Similarly, at this point in the school year, some LCAP actions are Completed, In-Progress, Planned, or Not Implemented. An update of LCAP actions will be shared with expenditures through December 2021.

The metrics, implementation status, and expenditures as of December 2021 for each LCAP goal will be shared on the following slides. Additional detail can be found in the accompanying “Mid-Year LCAP Progress Report” document.

Academics and Curriculum

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

	LCAP 21-22	Mid-Year
Metrics	5	5
Actions	7	7
Expenditures	\$173,763	\$209,366

Detail can be found in the “Mid-Year LCAP Progress Report” document.

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.

	LCAP 21-22	Mid-Year
Metrics	4	4
Actions	13	13
Expenditures	\$3,942,408	\$2,572,605.94

Detail can be found in the “Mid-Year LCAP Progress Report” document.

Measurement of Data

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

	LCAP 21-22	Mid-Year
Metrics	5	5
Actions	7	7
Expenditures	\$103,955	\$73,296.49

Detail can be found in the “Mid-Year LCAP Progress Report” document.

School Culture and Climate

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

	LCAP 21-22	Mid-Year
Metrics	7	7
Actions	17	17
Expenditures	\$1,707,461	\$1,312,224

Detail can be found in the “Mid-Year LCAP Progress Report” document.

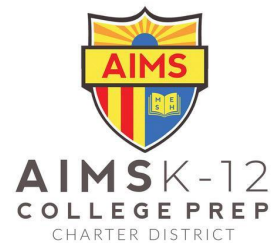
Conclusion

The continuing impacts of the COVID-19 pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

Despite these challenges, AIMS HS remains committed to implementing the 2021-22 LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students.

Thank you.



Coversheet

Finance Department Items

Section: III. Action Items
Item: E. Finance Department Items
Purpose: Vote

Submitted by:

Related Material:

AIMS Finance Comittee Cover letter 21 22 2nd Interim.pdf
AIMS Finance Comittee Cover letter 21 22 2nd Interim (1).pdf
AIMS Board Cover Workers Compensation Renewal 2022.pdf
AIMS Board Cover Student Accident & Libability Ins 2022.pdf
AIMS Board Cover sheet Measure G1 Audit 2021.pdf
Insurance Memo Student Accident Insurance February 28 board meeting.docx
Insurance Memo Workers Compensation February 2022 board meeting.docx
American Indian Model Schools_Board Template Presentation December (Feb meeting) (1).pptx
American Indian Model Schools Exec Memo 2021-22 2nd Interim.docx
AIMS k-12 COLLEGE PREP 403B Vendor List.pptx
AIMS Measure G1 Parcel Tax 12-7-21 (1).pdf



AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



AIMS Finance Committee Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Funding Source:

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?



AIMS Board Meeting Item Cover Letter

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Total Associated Cost:

Included in Budget?

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP?

Which LCAP?

MEMORANDUM

TO: Board Trustees
 FROM: Katema Ballentine, Business Office
 DATE: February 24, 2022
 SUBJECT: Student Accident Insurance Finance Committee & Board of Directors

Current Insurance Broker

Mike Esparza
 All-Cal Insurance Agency
 505 Vernon Street
 Roseville, CA 95678
www.all-calinsurance.com
mike@all-calinsurance.com
 (916) 784-9070

Policies are listed for Not-For Profit American Indian Model Schools DBA:
 American Indian Public Charter School I, American Indian Public Charter School II, and American Indian Public High School

171 12th Street, Oakland, CA 94607
 Under one Federal tax ID #94-3309981

INSURANCE POLICIES:

Student Accident – Annual Renewal January 25

Policy 1/25/2022 to 1/25/2023

<u>Hartford Life and Accident Insurance Co.</u>	<u>Great American Assurance</u>
2021-2022 Cost of Premium \$8,663.68	2021-2022 Cost of Premium \$7,990
9% decrease in premium	

Type of Coverage:

Insured persons participating in school related activities sponsored by school.
 Insured persons traveling with a group in connection with such activities under the direct supervision of the school.

	<u>OLD</u>	<u>NEW</u>
Accidental Death:	Principal Sum \$10,000	\$25,000
Accidental Dismemberment:	Principal Sum \$10,000	\$25,000
Accidental Medical Expense:	Max Benefit \$25,000	\$25,000
Deductible:	\$0	\$0
Maximum Dental Benefit:	\$25,000	\$25,000

MEMORANDUM

TO: Finance Committee
FROM: Katema Ballentine, Business Office
DATE: February 24, 2022
SUBJECT: Workers Compensation: Finance Committee & Board of Directors

Current Insurance Broker

Mike Esparza
All-Cal Insurance Agency
505 Vernon Street
Roseville, CA 95678
www.all-calinsurance.com
mike@all-calinsurance.com
(916) 784-9070

Policies are listed for Not-For Profit American Indian Model Schools DBA:
AIMS Middle College Prep, American Indian Public Charter School II, and AIM College Prep High School

171 12th Street, Oakland, CA 94607
746 Grand Avenue, Oakland, CA 94610
Under one Federal tax ID #94-3309981

INSRUANCE POLICIES:

Workers Compensation and Employer's Liability – Annual Renewal February 1

New Vendor

State Compensation Insurance Fund

2022 Premium Amount: \$60,374.34

Previous Vendor

Oak River Insurance Company

2021 Premium Amount: \$ 47,483

2022 Premium Amount: \$64,397

Type of Coverage: California Workers' Compensation law is a no-fault system for injuries connected with employment, whether they are specific injuries or a disease or disabling condition. American Indian Model Schools' is required to pay for Workers Compensation Insurance to cover all its employees.

Per statute

Employer Liability: Each accident \$1,000,000
Employer Liability Disease: Each employee \$1,000,000
Policy limit Employer Liability Disease \$1,000,000



"At CSMC We Rise by Lifting Others"

Financials through December 31, 2021

Monthly Financial Board Report

Prepared for: American Indian Model Schools

	Prepared by School's CSMC ASBM –Karen Peters

Financial Summary

Actual to Budget:

This report is as of **Dec 31, 2021** compared against the board-approved budget.

YTD Revenues Through **Dec 31, 2021** are **\$7,832,689**. This is approximately 41% of total revenue budgeted.

YTD Expenses Through **Dec 31, 2021** are **\$9,635,189**. This is approximately 44% of total expenses budgeted.

Therefore, net income YTD is **(\$1,802,501)**. It is important to note that substantial amounts of revenue are based on reimbursements. Reports of these reimbursable expenses were completed in both December and January (based on CDE reporting windows).

Balance Sheet:

As of **Dec 31, 2021**, we had total cash of **\$5,817,488**, short-term liabilities of **\$1,147,017**, and long-term liabilities of **\$8,922,372**. The ending fund balance is **\$4,520,290**.

Short-term liabilities include deferred revenue of **\$617,577** which will be used as expenses are posted to those resources.



Cash On Hand

TOTAL CASH	\$5,817,488	Cash Balances as of 8/31/2021
CD	\$ (356,403)	Funds held as requirement for East/West Bank Loan
Total Current Liabilities*	\$ (1,147,017)	includes Accounts Payable & Accrued Salaries/taxes/benefits
Restricted Net Assets (in fund balance)	\$ (515,484)	Includes Measure N funds (HS) received that may be returned
Scholarship Fund Balance	\$ (299,003)	
Restricted Current Year Revenue	\$ (897,988)	Title I/II/III, Restricted Lottery, Nutrition, Prop 39 Clean Energy
Restricted Scholarship Current Year Revenue	\$ (22,182)	Funds received YTD, not yet encumbered
OUSD Required Reserve (3%)**	\$ (545,996)	3% of annual expenditures
East West Bank DTI Reserve Requirement	\$ (756,107)	Projected year-end surplus equivalent to 1.5x Debt Service
AVAILABLE CASH	\$ 1,823,274	

*Current liabilities include deferred revenue from previous year

** OUSD Required reserve of 3% is always met as long as the DTI reserve requirement for East West Bank is met. These liabilities do not stand as individual liabilities but are required to stay in fiscal and debt compliance.



Supplemental Information

Loan Covenant Calculation

AIMS loan covenant reads as follows:

Maintain a debt coverage ratio (defined as net operating income divided by current portion of long term debt plus interest expenses) of not less than 1.35 to 1 for the fiscal years ended June 30th, 2020 and June 30th, 2021 and 1.5 to 1 thereafter.

AIMS current calculation (based on budget) is as follows:

AIMS LOAN COVENANT CALCULATION	
Net Operating Income	\$1,178,191
Current Portion of Loan	\$210,504.00
Interest To be Paid next 12 months	\$354,720.00
12 Mos Princ and Int	\$565,266.00
Ratio	2.08



Looking Ahead

2/10/2022	CSMC Workshop, Preparing for FPM & State/ Federal Programs Compliance
2/15/2022	Property tax exemption requests due
2/16/2022	CSMC Virtual Office Hours, open to all CSMC clients
2/17/2022	CSMC Workshop, Preparing for FPM & State/ Federal Programs Compliance
2/18/2022	Due Mid February: ASES applications for next year due
2/23/2022	CSMC Workshop, open to all CSMC clients
2/28/2022	LCAP Supplement needs to be presented/reviewed by Board
3/1/2022	ESSA Per Pupil report due
	A-G Completion Improvement Grant board approval
3/2/2022	CSMC Webinar, open to all CSMC clients
3/11/2022	Winter Consolidated Application / CARS report due
3/15/2022	Second Interim Financial Report
	Second Interim Financial Report state deadline, authorizers may require earlier
3/16/2022	CSMC Virtual Office Hours, open to all CSMC clients
3/18/2022	Due Date Varies: Special education MOE pre-test; timing and steps vary
4/1/2022	A-G Completion Improvement Grant plan due



CSMC Charter School Support Team

	Executive VP of Client Services Tom Nichols		tnichols@csmc.ci.com
	Regional SBM Director Susan Lefkowitz		slefkowitz@csmc.ci.com
	Associate SBM Karen Peters		kpeters@csmc.ci.com
	Regional AM Director Brenda Olson		bolson@csmc.ci.com





HELPING THE CHARTER MOVEMENT SUCCEED ONE SCHOOL AT A TIME

info@csmci.com

Office: 888.994.CSMC
43460 Ridge Park Dr., Ste. 100
Temecula, Ca 92590

POWERED BY:



Charter Vision



**American Indian
Model Schools**
A School at Work!

AIPCS I & II
Downtown Oakland Campus

171 12th Street
Oakland, CA 94607

Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

AIPHS
Lakeview Campus

746 Grand Avenue
Oakland, CA 94610

Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

AIMS K-12 COLLEGE PREP

2021-2022 2nd Interim Executive Summary

AIMS K-12 College Prep, formerly known as, American Indian Model Schools, is a Charter District comprised of 3 schools. AIMS College Prep Middle School was initially established in 1996. The AIMS K-12 College Prep Charter District was formed in 2006 with the expansion of schools, adding AIMS College Prep High School and American Indian Public Charter II, (K-8). The Charter is located in the city of Oakland in Alameda County.

AIMS K-12 College Prep currently enrolls 1335 students in 3 schools; One K-8, One Middle School (6-8) and One High School. AIMS K-12 currently employs 1 part-time and 127 full-time staff to serve our students.

Governance

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

Enrollment

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

The return to in-person learning has had a dramatic impact across the country. The transition for parents and students during a pandemic has impacted the attendance numbers seen in our Middle and K-8 populations. With many families relocating due to job loss or to other pandemic related factors, the 1st Interim reflects a loss of students. These numbers have had an impact on the LCFF General Fund allocations however other State and Federal supports have been fundamental in maintaining AIMS K 12 standards. For the 2nd Interim projections enrollment numbers have remained flat.

2021-22 1st INTERIM	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTAL
ENROLLMENT	240	655	440	1335
Average Daily Attendance	97%	97%	95%	
Average Daily Enrollment	233	635	418	1286

2021-22 2nd INTERIM	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTAL
ENROLLMENT	240	655	440	1335
Average Daily Attendance	97%	97%	95%	
Average Daily Enrollment	233	635	418	1286



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2021-22 State Budget:

Significant Changes Since Budget Adoption

Assembly Bill 167, the education budget cleanup trailer bill included the following grants:

Confirmed the additional concentration grant to increase 15% (reflected in 1st Interim)

Prekindergarten Planning and Implementation Grant (reflected in 2nd Interim)

A-G Completion Grant: *Coming Soon*

Kitchen Infrastructure Grant: *Coming Soon*

While the Governor has shown a tendency to return to the categorical nature of funding, the logistics of implementation has been slow. Templates and allocations regarding the different grants approved in the budget or through the trailer bill are still being disseminated. This has put schools under tight timelines and there are still unknowns in the amount of several grant allocations.

Expanded Learning Opportunities Program

The state budget provided \$1.8 billion for access to comprehensive expanded learning for all unduplicated students in elementary schools. The intent is to provide before- and after-school opportunities that, in combination with the instruction day, total nine hours daily, in addition to 30 expanded learning days during intersession periods.

AB 167 delayed conditions of the apportionment until 2022/2023. Funds received in 2021-22 may be expended through the 2022-23 fiscal year for developing a program.

Beginning in 2022-23, as a condition of apportionment, expanded learning opportunities must be offered to classroom-based K-6 students based on the LEA's unduplicated count as follows:

Fiscal Year	LEA UPP	Offering Requirement	Provide Access Requirement
2021-22	All	All TK/K-6 classroom-based unduplicated pupils	50% of TK/K-6 enrolled classroom-based unduplicated pupils
Commencing 2022-23	=>80.00% (Higher funding rate)	All TK/K-6 classroom-based pupils	All TK/K-6 classroom-based pupils upon parent/guardian request
Commencing 2022-23	=<79.99% (Lower funding rate)	All TK/K-6 classroom-based unduplicated pupils	50% of TK/K-6 enrolled classroom-based unduplicated pupils



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While Ed Code currently provides a three-year guarantee of the higher funding for the LEAs with 80% or greater unduplicated count, the Governor has reaffirmed his investment in this program in his 2022-23 proposed budget.

COVID-19 Emergency Response Spending

The administration that COVID expenditures will be \$3.2 billion in 2021-22, \$1.4 billion higher than budget assumptions. Legislature has been tasked to take immediate or early action to approve additional 2021-22 COVID funding. It is unknown if schools will be recipients of any of this additional funding.

LAO Analyzed 2022-23 Proposed Governor's Budget

LAO estimates the Governor had a \$29 billion surplus to allocate in the 2022-23 budget process. Approximately \$13B of that went to schools. Almost 60% of that is in one-time spending, 30% to the Expanded Learning Opportunities, and the remaining 10% to ongoing increases.

Substantial Upward Revisions to Estimates of the Minimum Guarantee. The state calculates the minimum guarantee each year using formulas in the State Constitution. The guarantee encompasses state General Fund revenue as well as local property tax revenue. Compared with the estimates in the June 2021 budget plan, the administration revises its estimates of the guarantee up \$2.5 billion (2.7 percent) in 2020-21 and \$5.3 billion (5.7 percent) in 2021-22. For 2022-23, the guarantee is up \$8.2 billion (8.8 percent) relative to the 2021-22 enacted budget level. These increases—combined with nearly \$1.6 billion freed up from the expiration of various one-time Proposition 98 costs—make \$17.7 billion available for new commitments. Most of the increases in the guarantee are due to state General Fund revenue being significantly above previous estimates. For 2022-23, the higher guarantee also reflects growth in local property tax revenue and an adjustment to “re-bench” the guarantee for the expansion of Transitional Kindergarten. Total Proposition 98 funding for schools and community colleges in 2022-23 is \$102 billion—\$73.1 billion from state General Fund and \$28.9 billion from local property tax revenue.

Provided by Karen Peters, CSMC

Budget

AIMS K-12 College Prep fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. AIMS K-12 2021-2022 1st Interim budget was projected as a \$19,542,843 budget, for the 2nd Interim the projected budget has increased by \$876,117, a 4% increase to total \$20,418,960. Recent Federal and State support allocations are widely responsible for the increase.



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REVENUES	AIMS K-12 COLLEGE PREP			
	21-22 1st Interim	21-22 2nd Interim	Variance	%
TOTALS	\$ 19,542,843	\$ 20,418,960	\$ 876,117	4%

**LCFF: Local Control Funding Formula*

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

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

Special State Funds

- ASES: Afterschool Program
- **NEW Educator Effectiveness Block Grant**

Local Funds

- **LOCAL FUNDS** (Measure G1, Donations & Grants)

Federal

American Indian Model Schools receives direct funding* of federal funds for at risk students:

**Direct Funding: Federal allocation is directly provided to Charter. The funds do not "pass-through" the Authorizing District (Oakland Unified School District). These funds are issued at a reimbursement rate, funds must be expended and applied for reimbursement quarterly.*

- Title I, Part A Low Income at Risk
- Professional Development (Title II)
- English Learners (Title III)
- Title VI,
- NSLP/SSO: Funding to provide meals to those students qualifying for free or reduced lunches.
- Facilities Grant
- COVID response - CARES Act: ESSER Funding (1st and 2nd Round)
- COVID response- New ESSER III (3 Year grant 21-22 thru 23-24)
- COVID response- Expanded Learn Opportunity Plan
- COVID response- Expanded Learning Opportunity Plan -Paraprofessional
- COVID response- In-Person Learning Grant
- **NEW: Extended Learning Opportunity Grant**
- **NEW: Pre-K Grant (Planning)**



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Budget Benchmarks – Process timeline

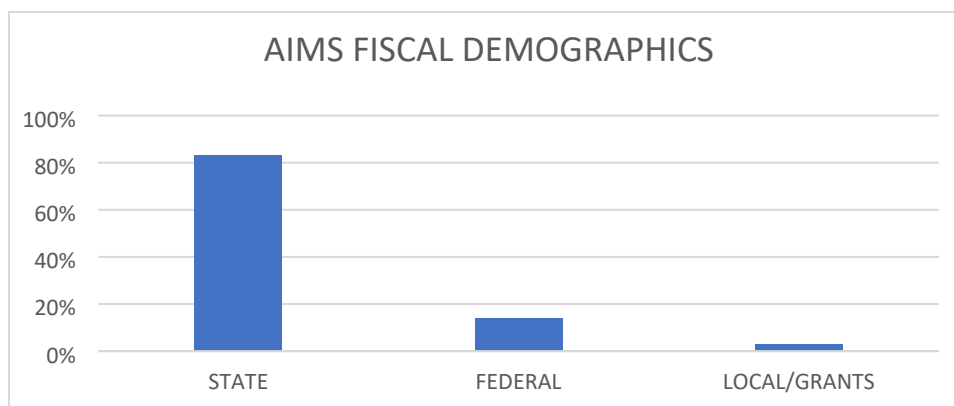
- AIMS K-12 2021-2022 Budget Adoption: June 15, 2021
- State's 2021-2022 June Budget Adoption: June 30, 2021
- 45 Day Budget Revision (not required): Mid-August
- Unaudited Actuals (2020-21 Closing): September 01, 2020
- First Interim (Realignment based on July – Oct 31 Activity): December 1, 2021
- January Governors Release (Projections for 2021-2022): January 2022
- **Second Interim (Realignment based on Nov 1, 2021– Jan 31, 2022)- March 1, 2022**
- Governors May Revise (Revision to Jan. Gov. Release): May 2022
- 2022-23 Budget Adoption – June 15, 2022

2nd INTERIM

An interim statement is a financial report covering a period of less than a year. The reports are used to convey the performance of AIMS K-12 before the end of the annual reporting cycle. California Public Schools are required to submit Interim reports two time a year. Unlike annual statements, interim reports are not required to be audited. The 2nd Interim report for AIMS K-12 captures activity from November 1, 2021 through January 31, 2021. This report is presented to the Board at the end of February and submitted to our authorizer, OUSD, on March 1st.

REVENUES

AIMS K12 is primarily funded by State and Federal revenues. AIMS receives 83% of its revenue from State resources, 14% from Federal Resources and 3% of revenues are based on grants and/or local revenues.





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The FCMAT 2nd Interim calculator was used to for the reporting of the 2nd Interim. Below highlight the changes in summary and per school:

REVENUES	AIMS K-12 COLLEGE PREP			
	21-22 1st Interim	21-22 2nd Interim	Variance	%
LCFF SOURCES	\$ 14,329,453	\$ 14,329,453	\$ -	0.0%
FEDERAL REVENUES	\$ 2,732,745	\$ 2,839,109	\$ 106,364	4%
OTHER STATE REVENUES	\$ 2,192,466	\$ 2,635,435	\$ 442,969	20%
LOCAL REVENUES	\$ 288,179	\$ 614,963	\$ 326,784	113.4%
TOTALS	\$ 19,542,843	\$ 20,418,960	\$ 876,117	4%

LCFF SOURCES:

1st Interim: *All Schools:* Realignment of program

2nd Interim: *All Schools:* No adjustments made to LCFF at 2nd Interim.

FEDERAL REVENUES:

1st Interim 2020-2021: *All Schools:* Carryover and ESSER III funds reflected.

2nd Interim: *AIPCS II and AIMS HIGH:* Projected budget increase for SSO (Food Services Program) to reflect current participation.

OTHER STATE REVENUES:

1st Interim 2020-2021 *All Schools:* In-Person and ELO Grant carryover and Lottery Allocation adjustments reflected.

2nd Interim: *All Schools:* Educator Effectiveness reflected. ELOP Grant reflected and ELOG grant reallocated to out years

LOCAL REVENUES:

1st Interim: *All Schools:* Adjusted revenue projections for Interest and School Site Fundraising.

2nd Interim: *AIMS MIDDLE and AIMS HIGH:* Roberto Trust Fund Donation revenue is received and reflected as income. Each were named as grantees of the trust and each received \$127,966.14 on January 18, 2022. *AIMS Middle and AIPCS II:* Measure G1 19-20 carryover is reflected



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REVENUES	AIMS MIDDLE			
	21-22 1st Interim	21-22 2nd Interim	Variance	%
LCFF SOURCES	\$ 2,381,406	\$ 2,381,406	\$ -	0.00%
FEDERAL REVENUES	\$ 374,683	\$ 431,047	\$ 56,364	15.04%
OTHER STATE REVENUES	\$ 472,378	\$ 513,616	\$ 41,238	8.73%
LOCAL REVENUES	\$ 75,285	\$ 221,112	\$ 145,827	193.70%
TOTALS	\$ 3,303,752	\$ 3,547,181	\$ 243,429	

LCFF SOURCES:

1st Interim: Reflects the loss in projected enrollment

2nd Interim: No adjustments made to LCFF at 2nd Interim.

FEDERAL REVENUES:

1st Interim: ESSER I and II carryover funds totaling \$55,810 from 20-21 reflected; (NEW) Year 1 ESSER III funds reflect remaining increase.

2nd Interim: Projected Budget Increased for Food Service Program (SSO) to reflect participation

OTHER STATE REVENUES:

1st Interim: In-Person and ELO Grant carryover funds reflected.

2nd Interim: Educator Effectiveness Grant reflected (\$41,238); ELOP Grant reflected (\$50K); ELOG Grant realigned to 22-23 budget (\$50K)

LOCAL REVENUES:

1st Interim: Reduced revenue projection for Interest and School Site Fundraising.

2nd Interim: The Roberto Trust Fund (\$127,966.14) donation was received on January 18, 2022. Measure G1 19-20 carryover (\$17,861) reflected.



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REVENUES	AIPCS II			
	21-22 1st Interim	21-22 2nd Interim	Variance	%
LCFF SOURCES	\$ 6,632,884	\$ 6,632,884	\$ -	0.00%
FEDERAL REVENUES	\$ 1,655,744	\$ 1,655,744	\$ -	0.00%
OTHER STATE REVENUES	\$ 1,096,418	\$ 1,428,115	\$ 331,697	30.25%
LOCAL REVENUES	\$ 139,646	\$ 192,637	\$ 52,991	37.95%
TOTALS	\$ 9,524,692	\$ 9,909,380	\$ 384,688.00	

LCFF SOURCES:

1st Interim: Reflects the loss in projected enrollment

2nd Interim: No adjustments made to LCFF at 2nd Interim

FEDERAL REVENUES:

1st Interim: (NEW) Year 1 ESSER III funds reflected.

2nd Interim: No adjustments to Federal Revenue at 2nd interim

OTHER STATE REVENUES:

1st Interim: State lottery allocation increased by \$45K; In-Person and ELO Grant carryover funds totaling \$150,507 from 20-21 reflected.

2nd Interim: Educator Effectiveness Grant reflected (\$140,648); ELOP Grant reflected (\$463,591); ELOG Grant realigned to 22-23 budget (\$335,688); Pre-K Grant (\$63,146) reflected

LOCAL REVENUES:

1st Interim: Increased revenue projection for interest; reduced revenue projection for School Site Fundraising.

2nd Interim: Measure G1 19-20 Carryover reflected (\$52,991)



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REVENUES	AIMS HIGH SCHOOL			
	21-22 1st Interim	21-22 2nd Interim	Variance	%
LCFF SOURCES	\$ 5,315,163	\$ 5,315,163	\$ -	0.00%
FEDERAL REVENUES	\$ 702,318	\$ 752,318	\$ 50,000	7.12%
OTHER STATE REVENUES	\$ 623,670	\$ 693,704	\$ 70,034	11.23%
LOCAL REVENUES	\$ 73,248	\$ 201,214	\$ 127,966	174.70%
TOTALS	\$ 6,714,399	\$ 6,962,399	\$ 248,000	

LCFF SOURCES:

1st Interim: Reflects an increase in projected enrollment

2nd Interim: No adjustments made to LCFF at 2nd Interim.

FEDERAL REVENUES:

1st Interim: (NEW) Year 1 ESSER III reflected.

2nd Interim: Projected Budget Increased for Food Service Program (SSO) to reflect participation

OTHER STATE REVENUES:

1st Interim:

2nd Interim: Educator Effectiveness Grant reflected (\$70,034)

LOCAL REVENUES:

1st Interim: Increased revenue projection for Interest

2nd Interim: The Roberto Trust Fund (\$127,966.14) donation was received on January 18, 2022.



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COVID RESPONSE FUNDING:

SSO Grant:

On September 17, 2020 AIMS K12 was approved to participate in the SSO Food program and will continue through the 2021-2022 fiscal year. This program was designed to ensure that students and families were provided with meals during the pandemic. The State funded program, reimburses full cost of meals AIMS K12 distributes to its students and surrounding community. The program differs from the NSLP program as it does not require the same level of record maintenance for reimbursement as this program tracks the meals distributed not the child it is distributed to. The language also allows AIMS to provide meals for any community member under the age of 18. The program allows for full reimbursement of cost.

Elementary & Secondary School Relief Emergency Fund (ESSER)

ESSER I: ESSER funding was initially outlined in the 2020-21 Governor's budget. The funds were provided to California through the Federal Coronavirus Aid Relief and Economic Security Act (CARES) and allocated in the Governor's ESSER budget for schools. ESSER funds are available for expensing until 9/30/2022. These funds are meant to assist schools in preparing for distance or hybrid learning. AIMS approved the application for the ESSER funds during the August 18, 2020 Board Meeting. The total State budget is 1.65B of which AIMS K12 received \$304,843 in 2020-2021. These funds will be completely expended in the 2021-2022 school year.

ESSER II: California Department of Education has released the new allocations for the second round of ESSER funds in which AIMS K12 has received an additional \$1,260,266. The funds are available for use beginning 2020-2021 through the 2021-2022 school year. AIMS began to expense in the 2020-2021 fiscal year and the remaining funds are allocated in the current fiscal year. These funds will be fully expended by June 30, 2022.

ESSER III: California Department of Education has released the new allocations for the third round of ESSER funds in which AIMS K12 has received an additional \$2,856,649. The funds are available for use beginning 2021-2022 through the 2023-2024 school year. AIMS has allocated these funds for the duration of the program, allocating 20% in 2021-22 and the remaining balance split between the 22-23 and the 23-24 fiscal years.

In-Person Instruction

The In-Person Instruction grant provides funding to county offices of education (COE), school districts, charter schools and state special schools to assist with offering in-person instruction to the greatest extent possible during the 2020-21 school year; and to expand in-person instructional time and provide academic interventions and pupil supports to address barriers to learning, and accelerate progress to close learning gaps. The In-Person Instruction grant is allowable for use in the 2021-22 and will be fully expended by year end.



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Extended Learning Opportunity Grant (ELO)

The Extended Learning Opportunity grant provides funding charter schools to assist with implementing a recovery program, that at a minimum provides supplemental instruction and emotional well-being. ELO Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. An additional requirement of the use of funds, is to allocate 10% of the LCFF portion of the grant to hire/rehire paraprofessionals to provide supplemental education. AIMS K-12 ELO Grant Plans were presented and approved by the Board of Trustees in May 2021 and submitted to the State and OUSD prior to the June 1, 2021 deadline. The ELO grant is allowable for use in the 2021-22 and will be fully expended by year end.

NEW: Educator Effectiveness Block Grant

Educator Effectiveness funds may be used to support the professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff. Coaching and mentoring of staff. Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science. Practices and strategies that reengage pupils and lead to accelerated learning. Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being. Practices to create a positive school climate. Strategies to improve inclusive practices. Instruction and education to support implementing effective language acquisition programs for English learners.

NEW: Expanded Learning Opportunity Program (ELOP)

The intent of the Expanded Learning Opportunities (ELO) Program is to supplement and not supplant services provided under existing ASES and 21st CCLC Elementary/Middle School programs. However, there is shared understanding that LEAs will need to build capacity this first operational year. In addition, ASES, 21st CCLC Elementary/Middle School, and the ELO Program should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance.

The funding was provided during the 2021-2022 fiscal year, the midyear allocation disbursement has eased the plan requirements for the mandates of funding. The Board Approved plan for the use of funding is not due to the state until June 2022.



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NEW: Pre-K Grant (Planning Year)

The California Prekindergarten Planning and Implementation Grant Program was established as a state initiative with the goal of expanding access to classroom-based prekindergarten program at LEAs and planning for the increased number of teachers needed to fully implement Universal Prekindergarten. American Indian Public Charter II (AIPCS II) was the only school within AIMS K-12 District to qualify for the funding.

Roberto Family Trust Donation

In 2012, AIMS K-12 Middle School (a.k.a. American Indian Public Charter) and AIMS K-12 High School (a.k.a. American Indian Public High School) were named in the Roberto Family Trust. As a part of this Trust, each school was granted \$125,000 (and any additional interest). AIMS K-12 Board of trustees recognized these funds during 2020-2021 1st Interim. As of 2021-2022 1st Interim, the final paperwork for the release of funds have been submitted and funds were received in January 2022.





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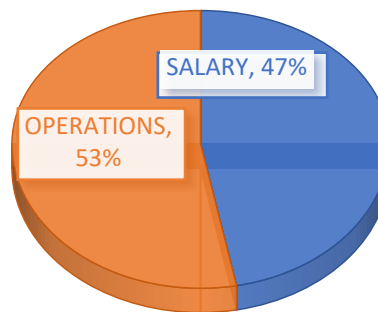
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EXPENSES

AIMS K-12 College Prep 2021-22 2nd Interim budget reflects a 47% investment in Personnel expenses and 53% allocated to the operations of the organization. This reflects a 2% drop from personnel support into operation expenses from 1st Interim to 2nd Interim. The return to in person learning was the driving force behind this change during 1st Interim. For the second interim, the increase allocation to the SELPA offset this balance even further. Increase cost for utilities, substitute services, increasing insurance rates as well as other maintenance and cleaning factors continue to play a significant role. AIMS expenses increased by 4% from the 1st Interim to the 2nd Interim due to the alignment of operating services throughout all three schools and the adjusted programs allocated through the receipt of Educator Effectiveness and ELOP Grants. The total expenses for the 2021-2022 school year are projected at \$19,885.674.

AIMS K12 2021-22 EXPENSES



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

EXPENSE CLASSIFICATIONS		AIMS K-12 COLLEGE PREP			NOTES
		20-21 1st Interim	21-22 2nd Interim	Variance	
1000	Certificated Salaries	\$ 5,621,435	\$ 5,666,577	\$ 45,142	Realignment of Program
2000	Classified Salaries	\$ 1,787,903	\$ 1,726,551	\$ (61,352)	Realignment of Program
3000	Benefits	\$ 1,950,990	\$ 1,941,723	\$ (9,267)	Realignment of Program
4000	Books and Supplies	\$ 1,442,266	\$ 1,634,539	\$ 192,273	Realignment due Educator Effectiveness and ELOP grant
5000	Services and Other Operating Expenses	\$ 5,643,050	\$ 5,724,995	\$ 81,945	Realignment of Operating Services(Utilities/Subs/Insurance,etc.)
6000	Capital Outlay	\$ 275,772	\$ 315,924	\$ 40,152	Realignment of Program
7000	Other Outgoing	\$ 2,248,863	\$ 2,875,365	\$ 626,502	SEPLA (Special Ed) Rate increase from \$1,500 p/ADA to \$2,054
Total Expenses		\$ 18,970,279	\$ 19,885,674	\$ 915,395	



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EXPENSE CLASSIFICATIONS		AIMS MIDDLE			
		20-21 1st Interim	21-22 2nd Interim	Variance	COMMENTS
1000	Certificated Salaries	\$ 941,268	\$ 941,268	\$ -	
2000	Classified Salaries	\$ 229,709	\$ 247,669	\$ 17,960.00	Realignment of program/ Additional IA's
3000	Benefits	\$ 283,056	\$ 287,021	\$ 3,965.00	Realignment of benefits for staff assigned to site
4000	Books and Supplies	\$ 199,425	\$ 292,437	\$ 93,012.00	Realignment due Educator Effectiveness and ELOP grant
5000	Services and Other Operating Expenses	\$ 1,062,188	\$ 1,062,946	\$ 758.00	Realignment of Operating Services(Utilities/Subs/Insurance,etc.)
6000	Capital Outlay	\$ 28,848	\$ 45,000	\$ 16,152.00	Realignment of program
7000	Other Outgoing	\$ 461,003	\$ 577,848	\$ 116,845.00	SEPLA (Special Ed) Rate increase from \$1,500 p/ADA to \$2,054
Total Expenses		\$ 3,205,497	\$ 3,454,189	\$ 248,692.00	

EXPENSE CLASSIFICATIONS		AIPCS II			
		20-21 1st Interim	21-22 2nd Interim	Variance	COMMENTS
1000	Certificated Salaries	\$ 2,837,571	\$ 2,861,140	\$ 23,569	Realignment of program
2000	Classified Salaries	\$ 841,885	\$ 837,077	\$ (4,808)	Realignment of program
3000	Benefits	\$ 988,379	\$ 1,010,925	\$ 22,546	Realignment of benefits for staff assigned to site
4000	Books and Supplies	\$ 571,170	\$ 599,902	\$ 28,732	Realignment of program
5000	Services and Other Operating Expenses	\$ 2,629,719	\$ 2,655,518	\$ 25,799	Realignment of Operating Services(Utilities/Subs/Insurance,etc.)
6000	Capital Outlay	\$ 240,000	\$ 255,000	\$ 15,000	Realignment of program
7000	Other Outgoing	\$ 1,191,220	\$ 1,414,606	\$ 223,386	SEPLA (Special Ed) Rate increase from \$1,500 p/ADA to \$2,054
Total Expenses		\$ 9,299,944	\$ 9,634,168	\$ 334,224	

EXPENSE CLASSIFICATIONS		AIMS HIGH SCHOOL			
		20-21 1st Interim	21-22 2nd Interim	Variance	COMMENTS
1000	Certificated Salaries	\$ 1,842,596	\$ 1,864,169	\$ 21,573	Realignment of program
2000	Classified Salaries	\$ 716,309	\$ 641,805	\$ (74,504)	Realignment of program
3000	Benefits	\$ 679,555	\$ 643,777	\$ (35,778)	Realignment of program
4000	Books and Supplies	\$ 671,671	\$ 742,200	\$ 70,529	Realignment of program
5000	Services and Other Operating Expenses	\$ 1,951,143	\$ 2,006,531	\$ 55,388	Realignment of Operating Services(Utilities/Subs/Insurance,etc.)
6000	Capital Outlay	\$ 6,924	\$ 15,924	\$ 9,000	Realignment of program
7000	Other Outgoing	\$ 596,640	\$ 882,911	\$ 286,271	SEPLA (Special Ed) Rate increase from \$1,500 p/ADA to \$2,054
Total Expenses		\$ 6,464,838	\$ 6,797,317	\$ 332,479	

Realignment of program can include:

Update Positions (Actual salaries, FTE % etc.)

Cover under projected expenses (such as substitutes and other increases to budget)



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Salaries & Benefits

Salary compensation represents 47% of expenses across all AIMS K-12 College Prep Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 21% across all schools. This can vary greatly due to two primary factors: health and welfare benefits and PERS. Health and welfare benefits (medical/dental/vision insurance premiums), if requested by the employee, can vary due a number of factors, including an employee's age and number of dependents. AIMS tracks and reports health and welfare benefits as precisely as possible, reflects as a variance in the percentage of benefits for employees at AIMS.

AIMS MIDDLE

Compensation for staff at AIMS College Prep Middle School, formerly known as American Indian Public Charter (AIPCS), is split between AIPCS and the middle school component of American Indian Public Charter School II (6-8). The expenses reflected are split by assignment and student Average Daily Attendance (ADA). All staff, with the exception of 5 teachers are split funded between AIMS Middle and AIPCS II.

AIPCS II

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

AIPCS	51%
<u>AIPCS II</u>	<u>49%</u>
	100%

Books and Supplies

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

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

Services and Other Operating Expenses

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

Capital Outlay

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



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Other Outgo

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

AIMS partners with Oakland Unified School District to provide the Special Education services for their students. AIMS does not receive revenue for the Special Education program, instead encroaches on the General Fund to pay OUSD to provide the needed services. For 2021-2022 1st Interim the projection assumed \$1,600 per ADA. OUSD notified AIMS K-12 the final rate of \$2054 and it is reflected in the 2nd interim.

For the past few years OUSD has been charging AIMS 80% of the calculated rate for the services provided. The 2021-2022 fiscal year reflects the full calculated cost for OUSD's Special Education services. Future years anticipate a 2% to 3% increase on the calculated rate.





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Summary

For the 2021-2022 2nd Interim, AIMS K-12 has projected \$20,418,960 in revenue and \$19,885,674 in expenses. This provides a \$533,286 surplus and represents a 4% contribution to be added to the Ending Fund Balance. Bringing the total Ending Fund Balance \$5,566,423, providing approximately 60.18 days of operation. The composition of those funds are as follows:

REVENUES		AIMS K-12 COLLEGE PREP	
		21-22 2nd Interim	
	LCFF SOURCES	\$	14,329,453
	FEDERAL REVENUES	\$	2,839,109
	OTHER STATE REVENUES	\$	2,635,435
	LOCAL REVENUES	\$	614,963
	TOTALS	\$	20,418,960
EXPENSE CLASSIFICATIONS		AIMS K-12 COLLEGE PREP	
		21-22 2nd Interim	
1000	Certificated Salaries	\$	5,666,577
2000	Classified Salaries	\$	1,726,551
3000	Benefits	\$	1,941,723
4000	Books and Supplies	\$	1,634,539
5000	Services and Other Operating	\$	5,724,995
6000	Capital Outlay	\$	315,924
7000	Other Outgoing	\$	2,875,365
Total Expenses		\$	19,885,674
		\$	533,286
As a % of LCFF Revenue			4%
Beginning Fund Balance		\$	5,033,137
Ending Fund Balance		\$	5,566,423
As a % of Expenditures			28%
Daily expenditure rate (Total Expenses/215 days)		\$	92,492
Days of Operation			60.18



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Cash Flow Statement

As of January 31, 2022, AIMS K-12 College Prep has \$7,035,668 in cash



Cash Flow Statement*

American Indian Model Schools

Location: All

	Cash Source / (Use)	July	August	September	October	November	December	January
Operating Activities	Revenue	\$344,763	\$1,078,557	\$1,221,164	\$2,226,308	\$1,653,113	\$1,308,784	\$3,448,341
	Expenses	(\$1,315,300)	(\$1,734,068)	(\$1,593,719)	(\$1,825,284)	(\$1,616,795)	(\$1,550,024)	(\$2,562,545)
	Total Net (Loss)/Income	(\$970,536)	(\$655,511)	(\$372,556)	\$401,024	\$36,318	(\$241,239)	\$885,796
	Receivables	\$2,418,300	\$114,339	\$1,536,579	\$340,738	(\$69,360)	\$19,633	\$278,798
	Intracompany Receivables	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Prepaid Expenses	\$0	\$24,399	(\$3,645)	\$0	\$1,439	\$10,124	\$0
	Current Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Accounts Payables	\$28,373	\$46,504	(\$228,723)	\$127,762	(\$51,527)	(\$90,091)	\$93,041
	Accrued Salaries and Taxes	(\$104,821)	\$26,667	(\$8,005)	(\$95,089)	\$62,708	(\$41,336)	\$22,752
	Short Term Loans	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Deferred Revenue	\$0	\$0	(\$70,770)	(\$10,604)	(\$29,707)	(\$19,366)	(\$73,317)
	Other Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Operating Activities	\$1,371,315	(\$443,602)	\$852,880	\$763,831	(\$50,129)	(\$362,276)	\$1,207,070
Investing Activities	Capital Expenditures	\$30,811	\$30,811	\$30,811	\$25,211	\$30,811	\$30,811	\$30,811
	Other Investing Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Equity Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Net Cash provided/ (used) by Investing Activities	\$30,811	\$30,811	\$30,811	\$25,211	\$30,811	\$30,811	\$30,811
Financing Activities	Cash Flow Financing - Secured Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Loan Payables	(\$16,704)	(\$16,704)	(\$16,704)	(\$16,704)	(\$17,961)	(\$17,961)	(\$17,961)
	Deferred Lease Expense	(\$1,618)	(\$1,741)	(\$1,741)	(\$1,741)	(\$1,741)	(\$1,741)	(\$1,741)
	Net Cash provided/ (used) by Financing Activities	(\$18,322)	(\$18,445)	(\$18,445)	(\$18,445)	(\$19,702)	(\$19,702)	(\$19,702)
	Cash at Beginning of Period	\$3,619,262	\$5,003,067	\$4,571,831	\$5,437,077	\$6,207,675	\$6,168,655	\$5,817,488
Net Increase/(Decrease) in Cash		\$1,383,804	(\$431,236)	\$865,246	\$770,597	(\$39,020)	(\$351,167)	\$1,218,180
Cash at end of Period		\$5,003,067	\$4,571,831	\$5,437,077	\$6,207,675	\$6,168,655	\$5,817,488	\$7,035,668



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SECOND MODIFICATION TO THE LOAN AGREEMENT

Borrower: American Indian Model Schools
171 12th St
Oakland, CA 94607

Lender: East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731

This **SECOND MODIFICATION TO THE LOAN AGREEMENT** is attached to and by this reference is made a part of the Business Loan Agreement (Loan #332001147-3) dated February 9, 2017, including all modifications thereto, and executed in connection with a loan or other financial accommodations between Lender and Borrower.

Debt Coverage Ratio. Maintain a debt coverage ratio (defined as net operating income divided by current portion of long term debt plus interest expense) of not less than 1.35 to 1 for the fiscal years ended June 30th, 2020 and June 30th, 2021 and 1.50 to 1 thereafter.

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

AIMS LOAN COVENANT CALCULATION			
PRO FORMA at 06/30/2022			
Net Operating Income	\$1,312,938.00	(includes add back depreciation/ amortization/ interest exp)	
Current Portion of Loan	\$210,504.00		
Interest To be Paid next 12 months	\$472,728.00		
12 Mos Princ and Int	\$683,232.00		
Ratio	1.92		



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American Indian Public Charter School II							
Budget Summary							
AMERICAN INDIAN CHARTER SCHOOL (AIPCS II)							
SAC/	Code Description	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Revenue							
	State	8,060,999	7,863,725	7,671,150	6,961,829	6,962,632	6,963,025
	Federal	1,655,744	1,309,814	1,316,288	640,139	646,919	653,856
	Local	192,637	140,424	140,638	140,638	140,638	140,638
	Total Revenue	\$ 9,909,380	\$ 9,313,963	\$ 9,128,076	\$ 7,742,606	\$ 7,750,189	\$ 7,757,520
Expenses							
1000	Certificated Salaries	2,861,140	2,498,997	2,245,400	2,044,001	2,072,853	2,160,303
2000	Classified Salaries	837,077	319,928	266,316	199,087	246,834	274,755
3000	Benefits	1,010,925	689,131	619,513	503,058	581,300	564,019
4000	Books and Supplies	599,902	603,628	617,693	472,789	486,500	474,529
5000	Services and Other Operating Expenses	2,655,518	2,534,623	2,591,001	2,551,672	2,375,671	2,264,988
6000	Capital Outlay	255,000	255,000	255,000	255,000	255,000	255,000
7000	Other Outgoing	1,414,606	1,441,059	1,447,566	1,489,546	1,532,742	1,577,192
	Total Expenses	\$ 9,634,168	\$ 8,342,366	\$ 8,042,488	\$ 7,515,153	\$ 7,550,900	\$ 7,570,786
Surplus / (Deficit)		\$ 275,212	\$ 971,597	\$ 1,085,588	\$ 227,453	\$ 199,289	\$ 186,734
	As a % of LCFF revenue	4%	13%	14%	3%	3%	3%
Beginning Fund Balance		\$ 2,037,207	\$ 2,312,419	\$ 3,284,016	\$ 4,369,604	\$ 4,597,057	\$ 4,796,346
Ending Fund Balance		\$ 2,312,419	\$ 3,284,016	\$ 4,369,604	\$ 4,597,057	\$ 4,796,346	\$ 4,983,080
	As a % of Expenditures	24%	39%	54%	61%	64%	66%



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AIMS COLLEGE PREP HIGH SCHOOL								
Budget Summary								
	SAC/Code Description	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
Revenue								
	State	6,008,867	5,450,149	5,611,493	5,361,297	5,361,297	5,361,297	
	Federal	752,318	311,228	250,763	250,763	250,763	250,763	
	Local	201,214	74,024	75,516	75,516	75,516	75,516	
	Total Revenue	\$ 6,962,399	\$ 5,835,401	\$ 5,937,771	\$ 5,687,575	\$ 5,687,575	\$ 5,687,575	
Expenses								
	1000	Certificated Salaries	1,864,169	1,437,082	1,458,638	1,459,592	1,481,486	1,439,164
	2000	Classified Salaries	641,805	264,744	217,209	141,949	24,836	25,208
	3000	Benefits	643,777	429,485	431,521	396,249	355,329	337,119
	4000	Books and Supplies	742,200	626,175	640,764	474,869	486,554	500,664
	5000	Services and Other Operating Expenses	2,006,531	1,996,209	2,026,229	2,080,889	2,139,828	2,200,361
	6000	Capital Outlay	15,924	6,924	6,924	6,924	6,924	6,924
	7000	Other Outgoing	882,911	892,735	913,535	940,028	967,289	995,340
	Total Expenses	\$ 6,797,317	\$ 5,653,354	\$ 5,694,821	\$ 5,500,500	\$ 5,462,246	\$ 5,504,781	
Surplus / (Deficit)			\$ 165,082	\$ 182,047	\$ 242,950	\$ 187,076	\$ 225,329	\$ 182,795
As a % of LCFF revenue			3%	3%	4%	4%	4%	3%
Beginning Fund Balance			\$ 1,383,955	\$ 1,549,037	\$ 1,731,084	\$ 1,974,034	\$ 2,161,110	\$ 2,386,439
Ending Fund Balance			\$ 1,549,037	\$ 1,731,084	\$ 1,974,034	\$ 2,161,110	\$ 2,386,439	\$ 2,569,233
As a % of Expenditures			23%	31%	35%	39%	44%	47%

AIMS K-12 COLLEGE PREP 403B VENDOR LIST

403B PLANS AND AIMS

History

- **American Indian Model Schools implemented a “optional” retirement plan for our Certificated employees with the agreement to match the employee’s contribution at 3% beginning the 2019-2020 fiscal year. The plan also offers a 100% vestment by year 3 of participation. All employees can participate but only Certificated Instructional staff receive the “matching” benefit.**

403B PLANS AND AIMS

History

- **Since the implementation in the 2019-2020 school year participation has been low.**
- **To increase participation provide a wider selection of vendors**
- **Our current Tax Shelter Annuity (TSA) Administrator, National Benefit Servies, currently provides one provider to contribute to.**

National Life Group

403B PLANS AND AIMS

Requirements

In order to add additional vendors for our third party administrator to collect funds on behalf of our employees, Board approval of vendors is required.

RECOMMENDED TSA VENDOR LIST

- Our current 403B Administrator Offers 1 option for TSA providers and the participation among staff is low.
- To incentivize our employees to take advantage of the benefits offered, AIMS Business Services and HR staff are recommending adding the most popular vendors to our benefit list.
- Vanguard
- Fidelity Investments
- Oppenheimer Funds
- Voya Retirement Insurance & Annuity Company (VOYA)
- TIAA-CREF
- The Variable Annuity Life Insurance Company (AIG VALIC)

THANK YOU

February 28, 2022 Board Meeting

Presented by: Katema Ballentine, CBO

Independent Auditor's Report on Compliance
and Supplementary Schedules
June 30, 2021

**American Indian Model Schools
Oakland Unified School District
Measure G1 Parcel Tax**

Independent Auditor's Report on Compliance

Governing Board
American Indian Model Schools
(A California Nonprofit Public Benefit Corporation)
Oakland, California

Report on Compliance

We have audited American Indian Model Schools (the Schools) compliance with the types of compliance requirements described in the November 8, 2016 Measure G1 for the year ended June 30, 2021.

Management's Responsibility

Compliance with the requirements referred to above is the responsibility of American Indian Model Schools management.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schools' compliance based on our audit of the types of compliance requirements referred to below. Our responsibility is to express an opinion on the Schools' compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the types of compliance requirements described in the November 8, 2016 Measure G1. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements has occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Schools' compliance with those requirements.

Opinion

In our opinion, the Schools complied, in all material respects, with the compliance requirements referred to above that are applicable to the November 8, 2016 Measure G1 for the year ended June 30, 2021.

Internal Control Over Compliance

Management of American Indian Model Schools is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the Schools' internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Schools' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2021

Appendix I

Summary of Audit Procedures

Objectives of the Audit

- Ensure proceeds and expenditures of the parcel tax are fully accounted in the books and records of the Schools.
- Ensure expenditures are in support of allowable uses as per the ballot language, separately with respect to middle school grants, salary for school site educators, and administrative overhead.
- Ensure that middle school grant expenditures agree with the education improvement plans that were approved by the Citizens' Oversight Committee.
- Ensure that expenditures of Measure G1 are only for supplemental activities.

Scope of the Audit

- Schools' expenditures funded by Measure G1 during the fiscal year ending June 30, 2021.

Methodology

The following describes the audit procedures and our related findings.

1. Obtain parcel tax expenditure detail reports prepared by the Schools and agree amounts to the general ledger.

Finding - No exceptions were identified from applying this procedure. The Measure G1 accounting records are complete and include all activity during the fiscal year. The summary financial schedules provided in Appendix II reconcile with the Schools' accounting records.

2. Review the nature of the expenditures incurred by the school sites, and review source documents as appropriate, to ensure they were within the specific purposes of the ballot language.

Finding – No exceptions were identified from applying this procedure. We analytically reviewed the entire population of expenditure accounting records to search for transactions outside the scope of allowable expenditures. Individual transactions were selected for additional audit analysis, which includes reviewing source documents such as invoices, contracts, purchase orders, or payroll records. Subjected to the additional audit analysis were 12 individual transactions aggregating \$184,509 or 99% of the total Schools' site level transactions.

3. Ascertain if salary increases were used to supply raises to "school site educators," as the term is used in the ballot text.

Finding – No exceptions were identified from applying this procedure. The administrative regulations define a "school site educator" as an employee who spends at least 75% of their time at school sites, or who is a union-represented employee. The salary increases funded by Measure G1 were provided to these groups for the year ending June 30, 2020 through increases to the Charter School's salary schedule.

4. Ensure the same percentage increase in salary was applied to all school site educators.

Finding – No exceptions were identified in applying this procedure. We recalculated the salary increases and noted that the same percentage was applied to all school site educators.

5. Verify if the parcel tax is funding supplemental activities by performing the following procedures. Ascertain if funds were used to provide services which were required to be made available by virtue of being a school. Also, perform procedures to ascertain whether the parcel tax funded services that were previously provided with another funding source.

Finding – No exceptions were identified from applying this procedure.

6. Recalculate the 65/35% allocation between raises for school site educators and middle school grants.

Finding – Not applicable as the Charter School did not have any administrative overhead costs.

7. Test a sample of expenditures to ensure they were spent following the approved education improvement plans.

Finding – No exceptions were identified from applying this procedure. We reviewed 12 transactions or (99%) and verified that they are consistent with the approved plan.

8. Examine supporting documentation to validate the amount of Measure G1 Parcel Tax revenues received.

Finding – No exceptions were identified from applying this procedure.

Appendix II

Summary Financial Schedules

Table 1, Allocations and Ending Balances as of and for the year ended June 30, 2021

Site	Carryover at June 30, 2020	FY 2020-21 Allocation	FY 2020-21 Actual expense	Carryover at June 30, 2021
Charter Schools				
American Indian Public Charter School	\$ 47,011	\$ 64,187	\$ 84,500	\$ 26,698
American Indian Public Charter II	85,165	75,489	88,292	72,362
Total	<u>\$ 132,176</u>	<u>\$ 139,676</u>	<u>\$ 172,792</u>	<u>\$ 99,060</u>

Notes to Table 1

With respect to charter schools, the “actual” column is reimbursement requests made by the Schools for fiscal year 2020-21.