AIMS K-12 College Prep Charter District

Special AIMS Board Meeting

Date and Time

Thursday July 28, 2022 at 6:30 PM PDT

Location

Remote:

Director Edington Location-4049 First Street Livermore, CA 94551
Director Leung Location-2450 Washington Ave. Suite 100 San Leandro, CA 94577
Director Hinton Location-1802 Adeline Street Oakland, CA 94607
Director Lang Location-171 12th Street Oakland, CA 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Tiffany Tung has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Tiffany Tung at (510) 912-4045 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Join Zoom Meeting
ID: 841 3123 2798
Passcode:

(US) +1 669-900-6833
Passcode:

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Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:30 PM**
	Opening Items			
A.	Call the Meeting to Order		Chris Edington, Board President	1 m
	Board President will call the July 28, 2022 Board of Directors meeting to order.			
B.	Record Attendance and Guests	Vote	Chris Edington	2 m
C.	Adoption of Agenda	Vote	Chris Edington, Board President	2 m
	AIMS Board Directors will adopt the July 28, 2022 AIMS Board of Directors Agenda.			
D.	July AIMS Permitting Virtual Meetings in Special Circumstances	Vote	Chris Edington	5 m
E.	Public Comment on Agenda Items			10 m
	Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comments will not exceed thirty (30) minutes (10 minutes per section).**			
F.	Public Comment on Non-Agenda Items			10 m
	Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**			

		Purpose	Presenter	Time
II.	**Action Items**			**7:00 PM**
A.	Consent Calendar NABSE Symposium AASA Conference	Vote	Chris Edington	5 m
B.	Declaration of Need for Fully Qualified Educators for 2022-2023	Vote	Marisol Magana, Director of Health & Student Services	5 m
C.	Sacramento County Office of Education Teacher Induction MOU for 22-23	Vote	Marisol Magana, Director of Health & Student Services	5 m
D.	Special Education Consultant Contract	Vote	Deborah Woods, Director of SpEd	5 m
E.	BACR Contract-AIMS ES & AIMS MS		Marisol Magana	
III.	**Closing Items**			**7:20 PM**
A.	Adjourn Meeting	FYI		
B.	NOTICES	FYI	Chris Edington	4 m

The next regular meeting of the Board of Directors is scheduled to be held on August 16, 2022, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Tiffany Tung has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Tiffany Tung at (510) 912-4045 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.
I, Maya Nicholas, hereby certify that I posted this agenda on the AIMS website at www.aimsk12.org, on July 26, 2022, at 11:52 PM.
Certification of Posting

Coversheet

July AIMS Permitting Virtual Meetings in Special Circumstances

Section: I. Opening Items
Item: D. July AIMS Permitting Virtual Meetings in Special Circumstances
Purpose: Vote
Submitted by:
Related Material:
July_AIMS_-_Permitting_Virtual_Meetings_in_Specified_Circumstances__1___1___1_.pdf

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
AIMSK-12 College Prep Charter District

Permitting Virtual Meetings In Specified Circumstances

WHEREAS, Assembly Bill No. 361 ("AB 361") is intended to "improve and enhance public access to . . . local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options";

WHEREAS, AB 361 permits local legislative bodies subject to the Brown Act to hold virtual meetings without needing to publish the physical locations of Board members or make those locations open to the public if there is a proclaimed state of emergency (pursuant to Section 8625 of the California Emergency Services Act) and either: (i) state or local officials have imposed or recommended measures to promote social distancing, or (ii) there is a finding that, as a result of the emergency, meeting in person "would present imminent risks to the health or safety of attendees";

WHEREAS, prior to the COVID-19 pandemic, the American Indian Model School College Prep District Board of Directors ("AIMS Board") held regular and committee meetings at 171 12th Street Oakland CA 94607

WHEREAS, the AIMS personnel available to ensure attendees are socially distanced and properly wearing masks at regular board and committee meetings held at the 171 12th Street location is insufficient to maintain a safe environment for in person meetings.

NOW, THEREFORE, BE IT RESOLVED, the AIMS Board hereby makes the following findings:
- The Governor has proclaimed a state of emergency pursuant to Section 8625 of the California Emergency Services Act
- Any violation of any state, local, or District health and safety protocols or other unsafe behavior in light of COVID-19 by one or more attendees at an in-person Board meeting at 171 12th Street Oakland CA 94607 location "would present imminent risks to the health or safety of attendees",

BE IT FURTHER RESOLVED, the intent of these findings is to permit the AIMS Board regular and committee meetings subject to the Brown Act to meet virtually rather than in at 171 12th Street Oakland CA 94607 or similar location without publishing the physical locations of members (as such meetings would otherwise be held in unsafe locations in light of COVID-19);

BE IT FURTHER RESOLVED, nothing in this Resolution shall prohibit the AIMS Board, regular and committee meetings subject to the Brown Act from meeting in person if (i) a majority of the membership of the body approves a request to do so, (ii) the request specifies the dates of the desired in-person meeting(s) and the desired location(s), and (iii) the AIMS Board President and Superintendent approves, in writing, that the desired location(s) "would [not] present imminent risks to the health or safety of attendees"; and

BE IT FURTHER RESOLVED, this Resolution is effective for the month of July 2022 through August 2022.

PASSED AND ADOPTED by the Board of Education of the AIMS College Prep Charter District this 28 day of July, 2022, by the following vote:

AYES:
NOES:
ABSTAINED:

Coversheet

Declaration of Need for Fully Qualified Educators for 2022-2023

Section: II. Action Items
Item: B. Declaration of Need for Fully Qualified Educators for 2022-2023
Purpose: Vote
Submitted by:
Related Material: State of California.pdf

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: AIMS College Prep - Elementary; Middle; I District CDS Code: 01612590114363; 01612596113807; 0161259011

Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ____/____/____ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Maya Woods-Cadiz		Superintendent/CEO
Name	*Signature*	*Title*
N/A		
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	0
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	10
Special Education	2
TOTAL	14

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Physical Education	2
Mathematics	2
English	2
Biological Sciences	2
Geosciences	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☑ No

If no, explain. Our Charter is sufficiently served by participating in established Intern Programs.

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

CSU East Bay, Cal State Teach, Alliant International University

If no, explain why you do not participate in an internship program.

Coversheet

Sacramento County Office of Education Teacher Induction MOU for 22-23

Section:	II. Action Items
Item:	C. Sacramento County Office of Education Teacher Induction MOU for 22-23
Purpose:	Vote
Submitted by:	
Related Material:	22-23 American Indian Model School Teacher Induction MOU (2).pdf Microsoft Word - 22.23 MOU Cover Letter FINAL.docx.pdf Teacher Induction Attachment.pdf

District Memorandum of Understanding
Sacramento Consortium Teacher Induction Program
Sacramento County Office of Education
and American Indian Model School

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates beginning in the teacher's first year of teaching in the participating district. This partnership is hereinafter referred to as the Consortium.

The Teacher Induction Program is advised by the Teacher Preparation Advisory Council and is composed of representatives from the SCOE School of Education, Program Partners, and Institutions of Higher Education. It provides feedback and advisement to the Induction and Intern Programs and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

I. Parties
This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the **American Indian Model School** to implement the Induction Program.

II. Term
The effective dates of this MOU are July 1, 2022 through June 30, 2023. Either party may terminate this agreement upon written notice submitted to the Teacher Preparation Advisory Council no later than 180 days prior to the start of the next school year.

III. Responsibilities - General

A. SCOE shall:

1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Consortium Teacher Induction Program Standards and budget guidelines.

4. Provide a workspace for SCOE's Teacher Induction staff including computer, fax access and telephone, and meeting space for program activities.
5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for program implementation and training for all Induction Program credential candidates and Mentors in the Consortium.
9. Provide an induction program orientation for all site administrators within the Consortium that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the Teacher Preparation Advisory Council and develop other administrative processes in alignment with CTC Teacher Induction Program Standards.
12. Participate in program evaluation.

B. District agrees to the following:

~~1.~~ The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Directors and may serve on the Teacher Preparation Advisory Council.

2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 30, 2022.
5. Confirm all participants by October 31, 2022 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and invite all site administrators within the Consortium to attend an orientation that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
7. Communicate to all site administrators the Program requirements, including release time ~~to~~ for mentors to participate in required observations (2-3 days) and employer input into the Candidate's development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. **The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.**
8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards. Ensure

Mentors' attendance at all required induction events including attendance at required Mentor training.

9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. Ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates and candidate observation of peers.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program pathway.

IV. Responsibilities – Fiscal

A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
   1. Overall fiscal responsibility for the administration of the Induction Program.
   2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Budget.
   3. Expend income according to regularly established policies and procedures.

B. The District agrees to the following:
   1. Pay $1,800 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
   2. In addition to the induction program fee of $1,800, there will be an additional one-time fee of $500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The $500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.
   3. Pay $2,300 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as, a candidate for the Early Completion Option (ECO), in lieu of the two-year program. ECO candidates may have different ECO completion terms. District agrees to pay the full fee unless written notice is provided to SCOE per number 4 below.
   4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to Marie Callahan

(mcallahan@scoe.net). Refund total is determined ***by the date SCOE receives written notice, not the teacher drop date***.

SCOE will provide a refund to the District according to the following schedule:

Date SCOE Receives Written Notice	**Amount of Refund**
Jul. 1- Oct. 31	100% of Teacher Candidate fee
Nov.1- Dec. 31	50% of Teacher Candidate fee
Jan. 1 - Jan. 31	25% of Teacher Candidate fee
Feb. 1-Jun. 30	No refund

5. Designate a Fiscal Contact to maintain fiscal records related to the District's Induction Program and provide them to the Induction Program upon request.

V. Ownership of Materials

Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

VI. Compliance with CTC Requirements

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 1 and incorporated into the MOU.

VII. General Terms.

A. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

B. Indemnification:

1. District agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or

alleged acts or omissions of District (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless District (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

C. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

D. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, immigration status, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

E. Force Majeure

No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

F. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

G. Signatures:
By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By:_____
Signature of Authorized Official
Sacramento County Office of Education

Printed Name:
_____

Title: Director, Financial Services
_____

Date:
_____

By:_____
Signature of Authorized Official
American Indian Model School

Printed Name:
_____

Title:
_____

Date:
_____

SCOE Teacher Induction

Date: April 6, 2022

To: District Superintendents, Associate Superintendents, Chief Business Officers, District Coordinators and Partner Programs

RE: Sacramento Consortium Teacher Induction Program MOU

Dear SCOE Partner:

The Sacramento County Office of Education, as the Local Education Agency (LEA) for the SCOE School of Education, is committed to providing quality induction services.

As districts continue to navigate the current teacher shortage and a substantial percentage of teachers become eligible for retirement, it will be important to plan for new hires in the years to come. In anticipation, we want to provide you with some information to assist you in planning your preliminary budgets and Local Control Accountability Plan (LCAP) with regards to California Teacher Induction for your newly hired teachers.

Teacher Induction

SCOE's Teacher Induction Program (SCOE TI) assists schools and districts in providing Teacher Induction that meets both program and credentialing standards for the state of California. SCOE TI provides credentialed teachers with an individually designed, standards-based professional development plan, mentoring and coaching, credentialing services, and technical assistance aligned to the California Standards for the Teaching Profession (CSTP). Our induction program is aligned with the California Commission on Teacher Credentialing Teacher Induction Program Standards (attached).

The two-year program provides a bridge linking the theory, knowledge and skills acquired in the Preliminary Credential Program to the realities of daily classroom instruction. New teachers design an Individualized Learning Plan (ILP) and work closely with a mentor who offers "just-in-time" coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills. Our program is designed to meld your district/school's goals, the teacher's context for teaching and their areas for growth, into a focused approach to professional development.

Teacher Induction's Connection to District LCAP Goals/Actions and District/Site Strategic Plan

The Individualized Learning Plan teachers develop in conjunction with their mentor and site leader is an excellent opportunity to support District LCAP goals and the strategic plan including the mission, objectives and strategies of the district and school site. A primary goal of induction is to support each teacher in developing professional learning goals that are job-embedded and practical. Site administrators can play a crucial role by supporting teachers in understanding how induction might align with the goals of the site and district.

LCAP State Priority 1
As you work with local community groups and teacher stakeholders to develop your LCAP goals, the details below may be helpful in planning ahead for services, support and supervision for new teachers in order for them to remain highly qualified and fully credentialed.

Teacher induction goals align with several areas of the LCAP and most closely connect with *Priority 1: Conditions of Learning - "Basic degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching."*

Highlights of the MOU (attached) include:

- General Responsibilities for SCOE and for each partner program/district
- Fiscal Responsibilities for each party
- Ownership of materials
- Compliance with Commission on Teacher Credentialing (CTC) requirements
- Indemnification of each party

2022-2023 Fee Structure:
The fee structure created in collaboration with the Sacramento Teacher Induction Program's Advisory Council, shall be consistent for all teacher candidates in order to keep costs stable for our partner districts.

1. Teacher Candidate cost-for-service per year for a two-year Induction Program - $1,800
2. Teacher Candidate cost-for-service for each participant who has met the Early Completion Option (ECO) criteria - $1,800 + $500 (one-time fee) = $2,300

Timeline for Completion of MOU Process and Billing Cycle:

July 1, 2022	Signed MOU between partner program and SCOE due
August 15, 2022	Estimate of candidate numbers from partner program due to SCOE
September 15, 2022	Purchase Orders completed and sent to SCOE
November 1, 2022	Invoices processed and sent to participating programs for payment
Oct 2 – Dec 15, 2022	Late hire billing processed as needed

We look forward to continuing our collaborative work in supporting teachers and students. While we are sending this electronically, we would appreciate any opportunities to meet with each of you in person at your districts or sites. Please do not hesitate to call us (916-228-2236 or 2536) if we can support you with any portion of the process.

We look forward to working with each of you in 2022-2023.

Christopher Roe, Ed.D. Tammy Patten

Chris Roe, Ed.D. and Tammy Patten

Directors, SCOE School of Education
Teacher Induction
croe@scoe.net
tpatten@scoe.net

Teacher Induction Program
Preconditions and Program Standards

Commission on Teacher Credentialing

Standards Adopted
October 2016

Handbook Revised June 26, 2017

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Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, California 95811

This handbook is available at:
http://www.ctc.ca.gov/

Teacher Induction

The Teacher Induction standards govern the program for Preliminary Multiple Subject, Single Subject and Education Specialist teachers complete to earn a Clear Teaching Credential.

Preconditions for Teacher Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.

2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.

3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.

4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.

5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.

6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.

Induction Program Design for Mentoring
Clear Teaching Credential Candidates

Standard 1: Program Purpose
Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system as described in the following standards that helps each candidate work to meet the *California Standards for the Teaching Profession*.

Standard 2: Components of the Mentoring Design
The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the California Standards for the Teaching Profession. The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System
The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the road map for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as, for example, advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultation, collaboration, co-teaching, and collaborating with para-educators and service providers. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction. Within the

ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

Standard 4: Qualifications, Selection and Training of Mentors

The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills
- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation

The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the

program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Standard 6: Program Responsibilities for Assuring Quality of Program Services

The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system.

Coversheet

Special Education Consultant Contract

Section: II. Action Items
Item: D. Special Education Consultant Contract
Purpose: Vote
Submitted by:
Related Material: AIMS consulting contract.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Alison Rose ("Service Provider") and the AIMS K-12 College Prep Charter District ("Charter"). Service Provider and Charter may be collectively referred to as the "Parties" or individually as a "Party." This MOU shall be effective as of the date of the last-executed signature below. This MOU is regarding the provision of consultation services by Service Provider to Charter.

1. **Purpose of MOU**

Whereas, Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area ("SELPA") does not limit a local educational agency's ("LEA"), including a charter school's, authority to contract for special education consultation, services or assessments.

Whereas, Service Provider is willing to contract with Charter to provide consultation services;

Whereas, Charter is a charter school deemed an LEA for the purposes of special education under Education Code Section 47640 and is a member LEA of the El Dorado Charter SELPA.

Whereas, Charter seeks to contract with Service Provider in order for Service Provider to provide consultation services.

2. **MOU Must be Renewed Annually**

This MOU shall be in effect for the period beginning May 24,2022 to June 30, 2023. This MOU may be renewed at the end of that period by following the "Submission Procedures" set forth in **Section 3** of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

3. **Submission Procedures**

Unless there is a documented change in writing and agreed to by both parties, all services contracted for under this MOU will run for a period of one year, from May 24,2022 to June 30, 2023. On or before May 30, 2023 Charter shall submit a written request for renewal of the contract to Service Provider.

On or before June 15, 2023, Service Provider shall provide Charter with a written response to the request. The Service Provider's response shall specify whether the Service Provider is willing to provide all, some, or none of the services requested. If Service Provider is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. Service Provider's written response shall include a rate schedule for all requested services.

4. Scope of Services

The Parties agree that Service Provider shall provide consultation services. All services will be provided via zoom unless otherwise agreed to by the Parties. The Parties will mutually identify a schedule specifying the time, day that Service Provider is available to complete activities.

Timeline	Activity
May 24-25	Attend New Partner Induction
June 17	Initial meeting with team
July 8 and weekly thereafter	Meet with SPED director
July 11-12	Panel Interviews and contracting information for service providers
Meeting TBD with fiscal and SPED director	Create a Budget
By the first day of school	Development of procedures/processes to secure and maintain Sped files
By the first day of school	Establish Sped service delivery model (visual w/ Tier breakdown)
TBD	Establish reporting process (templates and guidelines checklist)
TBD	504 Plans
TBD	ERMHS processes
Monthly meetings	a. Director and Compliance Manager b. Director/Compliance Manager and CALPADS team and c. Director and Fiscal Staff

It will be the responsibility of the Service Provider to track the above hours and provide invoices to the Charter.

Renegotiation and resubmission shall be completed within 30 days of written notification and prior to Service Provider completing or invoicing for additional services not otherwise included in this contract.

5. Rate Schedule

The Parties agree that the services set forth in **Section 4** shall be billed at $85/ hour.

6. Payment for Services

Services shall be billed on a monthly basis. At the end of each monthly billing period, Service Provider will provide Charter with an invoice for the services provided and/or offered under this MOU. The invoice will show the specific services provided during the billing period and the fees for those services.

Charter shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the Charter within forty-five (45) days of the receipt of the invoice, the Charter agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. Service Provider shall bill the LEA for the interest. Failure by Charter to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination of this MOU.

7. Staff Absences

Charter acknowledges that the services provided by Service Provider under this MOU will be provided for the entire school year and that Service Provider will be adjusting their calendar as appropriate.

As such, the Parties agree that the Service Provider shall be reimbursed for any services offered by Service Provider when cancellation is needed if notice is given the day of the meeting and no other items can take the place of the canceled meeting.

8. Termination

Either Charter or Service Provider may terminate this MOU by providing the other party with thirty days (30) written notice except that Service Provider may terminate this MOU by providing Charter with written notice that it is unable or unwilling to provide the requested services pursuant to **Section 3** of this MOU.

9. Service Provider and Charter Are Independent Contractors

Charter and Service Provider are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

10. Non-Exclusive Agreement

The Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict Charter from contracting for services with other LEAs, nor shall it restrict Service Provider from providing services to other LEAs, including other charter schools.

11. Indemnification and Hold Harmless

Charter and Service Provider shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

12. Responsibility for Litigation Costs

In the event of any compliance complaint, due process hearing request, or other litigation based on, arising from, or connected to the provision of services under this MOU, the Parties shall negotiate an agreement specifying how legal costs, including attorney's fees, are to be shared between the Parties.

13. Meet and Confer

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial attempt to resolve the dispute is not successful, the Parties may, by mutual agreement, participate in alternative dispute resolution.

14. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

15. Execution of MOU Electronically and In Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

Dated: _____ By: _____

Superintendent Maya Woods
For AIMS K-12 College Prep Charter School District

Dated: _____ By: _____

Alison Rose
Service Provider

Coversheet

BACR Contract-AIMS ES & AIMS MS

Section: II. Action Items
Item: E. BACR Contract-AIMS ES & AIMS MS
Purpose:
Submitted by:
Related Material: AIMS 6 - 8 School Budget for Board 2022.23 (1).xlsx
AIMS K - 8 School Budget for Board 2022.23 (1).xlsx
AIMS Elementary & BACR contract 7.27.22.pdf
AIMS MS & BACR contract 7.27.22.pdf
BACR - AIMS MS .pdf
BACR - AIMS Elementary.pdf

Notice

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

AIMS 6 - 8 School Budget for Board 2022.23 (1).xlsx

Notice

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

AIMS K - 8 School Budget for Board 2022.23 (1).xlsx

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and AIMS College Prep Elementary (K-8) ("AIMS Elementary (K-8th)" or "School") for the provision of certain educational services (as further detailed below) at the AIMS Elementary (K-8th) school site during the 2022-23 school year. BACR and AIMS Elementary (K-8th) are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

In exchange for the benefits and consideration set forth below, the sufficiency of which is hereby acknowledged by both Parties, AIMS Elementary (K-8th) and BACR will collaborate to implement the educational program detailed below ("Program") and assure the fulfillment of the objectives and activities outlined in this Agreement.

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 111 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 111, BACR is open to accommodating more students. However, before Program enrollment exceeds 111 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 16, 2022 to June 15, 2023. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
School Initials _____

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2. Fundraising. Because all fundraisers will affect the same group of parents, BACR must obtain written approval from AIMS Elementary (K-8th) prior to any fundraising efforts involving the School's parents, apart from those funds associated with Program Participation Fees as set forth herein.
3. Classrooms. Teachers at the School will provide a "classroom checklist" to the BACR staff using their classrooms. These checklists are to ensure minimal disruption in the classroom from day to day. BACR staff will commit to checking the list upon arrival and before leaving and reporting any issues regarding the same in a timely manner.
4. Events. BACR and the School will notify each other of any proposed School-related family events (including any shows or showcases) at least one month in advance and will be open to changing dates and times for optimal coordination and participation.
5. Check-Ins. The BACR After-School Site Coordinator will check in daily with the School-Day Site Administrator or such other School staff member that is designated by the School Administrator from time to time for informational handover about student behavior and Program-related matters. In addition, the BACR After-School Site Coordinator and School-Day Site Administrator (or his or her designee) will have additional meetings on weekly or monthly basis to address case management of students, including updates around suspensions and expulsions, where necessary, as well as general Program operations and coordination between the School and BACR.
6. Policies and Procedures. BACR employees working at the School must abide by all BACR, and School policies. BACR will communicate all relevant School policies and procedures to BACR staff and ensure that BACR staff abide by them at all times. These include but are not limited to the School's safety plans and procedures, discipline, social media, student restraint, and any other applicable elements from AIMS Elementary (K-8th)' Staff/Family Handbook. A current copy of AIMS Elementary (K-8th)' Staff/Family Handbook policies is attached as **Appendix A** and incorporated herein. AIMS Elementary (K-8th), in its sole discretion, may change these policies from time to time. In the event of any such changes, AIMS Elementary (K-8th) will provide BACR with the updated versions of the policies.
7. Teacher communications. Specific discussions between teachers and the BACR staff using their room must involve BACR's After-School Site Coordinator and the School's School-Day Site Administrator.

C. Communication and accessibility with parents.

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

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

D. Legal Compliance

BACR shall comply with all applicable federal, state, and local laws governing privacy of student information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational

BACR Initials _____
School Initials _____

Rights and Privacy Act ("FERPA"), and the Individuals with Disabilities in Education Act ("IDEA").

E. Safety and Crisis Protocol

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

1. BACR shall enforce a clear safety and crisis protocol, applicable to Program operations, that outlines procedure, response times, and commitment to notifying and working with School staff. That Safe School Plan is attached hereto as **Appendix B.**
2. In the event that a crisis occurs while the BACR After-School Site Coordinator is not on the School-site, the BACR After-School Site Coordinator is expected to be available via phone within 5 minutes and physically present within 30 minutes, unless there are extenuating travel circumstances.
3. AIMS Elementary (K-8th) will identify a School staff member who will be on-call during BACR program hours, and who must be notified ASAP when a crisis occurs. The School staff member and BACR's Program Coordinator will jointly respond to the crisis.

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM ADMINISTRATION

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

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

B. Ongoing Collection of Program Fees

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

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS Elementary (K-8th) for the 2022-23 year is **$238,000 ASES.** BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

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

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

V. TERM AND TERMINATION

BACR Initials _____
School Initials _____

The Term of the Agreement shall be from July 1, 2022 through June 30, 2023.

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

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

In the event of any termination for cause by BACR, other than one based on Force Majeure (as defined below), the School shall pay BACR any and all outstanding Management Fees and pre-approved expenses due and owing to BACR or incurred by BACR under this Agreement. For the sake of clarity, the School shall pay BACR the full Management Fee in the event of any termination for cause of this Agreement (except one resulting from Force Majeure as defined below), unless BACR advises of cost savings due to early termination that may be deducted from the AIMS Elementary (K-8th) fee.

VI. INDEMNITY

BACR shall defend, indemnify, and hold the School, AIMS Elementary (K-8th), its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees for injury or claims for damages, arising out of BACR's performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the grossly negligent or fraudulent acts or omissions of BACR, its officers, agents or employees.

AIMS Elementary (K-8th) shall defend, indemnify, and hold BACR, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees or claims for injury or damages, arising out of AIMS Elementary (K-8th) performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the negligent or intentional acts or omissions of AIMS Elementary (K-8th), its officers, agents or employees. Further, if AIMS Elementary (K-8th) exercises its rights pursuant to Section VII of this Agreement (Removal of Staff), then it shall indemnify BACR and its Board of Directors, officers, employees and agents for any liability, loss, expense, attorney fees, or claims for injury or damages related to that termination, under any theory, even if in its exercise of such rights the School has not engaged in any negligent or intentional acts or omissions.

VII. REMOVAL OF STAFF

In the event that AIMS Elementary (K-8th), for reasonable cause, at any time during the term of this agreement, desires the removal of any BACR related persons, employees, representatives or agents from the School site and/or property, BACR shall immediately upon receiving notice from AIMS Elementary (K-8th) of such desire, cause the removal of such person or persons. Notwithstanding the foregoing, BACR will retain final authority over hiring and termination of any BACR staff, and any such hiring or termination will follow BACR HR policies.

VIII. CANRA COMPLIANCE

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

IX. SUBCONTRACTING

BACR may elect to subcontract a portion of the work or activities to be performed under this agreement. In such an event, AIMS Elementary (K-8th) in its sole discretion, shall have the right to approve or disapprove the use of such subcontractors. BACR shall require each such AIMS Elementary (K-8th)-approved subcontractor to agree to abide by all terms of this Agreement, and to indemnify, hold harmless and defend

BACR Initials _____
School Initials _____

AIMS Elementary (K-8th), its officers, officials, employees, volunteers, or agents in accordance with the terms of Paragraph IV, above (Indemnity).

X. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIMS Elementary (K-8th) as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIMS Elementary (K-8th) is an additional insured under the policy or policies.

Insurance shall include the following:

- *Property Insurance* - for replacement value, including coverage for all assets listed in AIMS Elementary (K-8th)' property inventory and consumables that BACR will utilize as part of the Program. If full replacement value coverage is not available, BACR shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability* - providing coverage for negligence, errors and omissions, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students.
- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

XI. RELATIONSHIP BETWEEN THE PARTIES.

It is agreed that the relationship of BACR to AIMS Elementary (K-8th) is that of an independent contractor, that BACR shall provide all services under this Agreement as an independent contractor, and that BACR shall not have the authority to bind or make any commitment on behalf of AIMS Elementary (K-8th). Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between BACR and AIMS Elementary (K-8th).

XII. NOTICE

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

If to the School:

ATTN: Marisol Magana
AIMS K-12 College Prep Charter District
171 12th Street
Oakland, CA 94607
510-220-9985 (Phone)
marisol.magana@aimsk12.org

If to BACR:

ATTN: Don Blasky, CPO
171 Carlos Drive
San Rafael, CA 94903-2005
415-444-5581 (Phone)
415-444-5589 (Fax)
dblasky@bacr.org

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

XIII. INTEGRATION

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

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

XIV. LIMITATION ON LIABILITY

BACR Initials _____
School Initials _____

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

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

XV. EXCLUSION ON LIABILITY

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

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XVI. MISCELLANEOUS

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

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

BACR Initials _____
School Initials _____

I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable

J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to "person(s)" include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word "including" is used, it means "including without limitation."

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

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

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

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

AIMS College Prep Elementary (K-8)	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and AIMS College Prep Middle School ("AIMS MS" or "School") for the provision of certain educational services (as further detailed below) at the AIMS MS school site during the 2022-23 school year. BACR and AIMS MS are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

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

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 111 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 111, BACR is open to accommodating more students. However, before Program enrollment exceeds 111 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 16, 2022 to June 15, 2023. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
School Initials _____

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

C. Communication and accessibility with parents.

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

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

D. Legal Compliance

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

BACR Initials _____
School Initials _____

E. Safety and Crisis Protocol

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

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

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM ADMINISTRATION

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

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

B. Ongoing Collection of Program Fees

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

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS MS for the 2022-23 year is **$238,000 ASES.** BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

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

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

V. TERM AND TERMINATION

The Term of the Agreement shall be from July 1, 2022 through June 30, 2023.

BACR Initials _____
School Initials _____

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

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

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

VI. INDEMNITY

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

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

VII. REMOVAL OF STAFF

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

VIII. CANRA COMPLIANCE

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

IX. SUBCONTRACTING

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

X. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times

BACR Initials _____
School Initials _____

name AIMS MS as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIMS MS is an additional insured under the policy or policies.

Insurance shall include the following:

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

XI. RELATIONSHIP BETWEEN THE PARTIES.

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

XII. NOTICE

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

If to the School:	If to BACR:
ATTN: Marisol Magana AIMS K-12 College Prep Charter District 171 12th Street Oakland, CA 94607 510-220-9985 (Phone) marisol.magana@aimsk12.org	ATTN: Don Blasky, CPO 171 Carlos Drive San Rafael, CA 94903-2005 415-444-5581 (Phone) 415-444-5589 (Fax) dblasky@bacr.org

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

XIII. INTEGRATION

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

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

XIV. LIMITATION ON LIABILITY

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

BACR Initials _____
School Initials _____

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

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

AIMS College Prep Middle School	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AIMS Finance Committee Meeting Item Cover Letter

Item: Bay Area Community Resources Contract for AIMS Middle School

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that Board approves Bay Area Community Resources and AIMS College Prep Middle School contract for afterschool services for 2022-2023 school year.

Committee Approval:

Total Associated Cost: 238,000

Included in Budget? No

Funding Source: ASES

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2022-2023

AIMS Finance Committee Meeting Item Cover Letter

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2022-2023