AIMS K-12 College Prep Charter District

AIMS Finance Meeting

Date and Time

Tuesday September 13, 2022 at 5:10 PM PDT

Location

Christopher Edington 4049 First Street suite 235 Livermore, CA 94551
Jumoke Hinton 4049 First Street suite 235 Livermore, CA 94551
Join Zoom Meeting
ID: 88245970329
Passcode: 762418

keyboard_arrow_up

(US) +1 312-626-6799
Passcode: 762418

Zoom for G Suite Add-On Help

Join Zoom Meeting:
https://us02web.zoom.us/j/88245970329?pwd=UFJBT1RrRzRONGVBRmRDVE43WmtoQT09

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 Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:10 PM**
	A. Record Attendance			1 m
	B. Call the Meeting to Order			
II.	**Public Comment**			**5:11 PM**
	A. Public Comment on Agenda Items			5 m
	B. Public Comment On Non-Agenda Items			5 m
III.	**Action Items**			**5:21 PM**
	A. Finance Dept. Matters	Vote	CBO Ballentine	15 m
	B. Health and School Services Dept. Items Repair and Maintenance AIMS HS	Vote	Director Magaña	10 m
	C. Special Education Dept. Items	Vote	Director Woods	10 m
	D. Academics and Data Dept. Items	Vote	Director Ahmad	10 m
IV.	**Closing Items**			**6:06 PM**
	A. Closed Session			20 m

1. Conference with Real Property Negotiations
   (Gov. Code Section 54956.9)
2. Conference with Legal Counsel - Anticipated Litigation

		Purpose	Presenter	Time
	(Gov. Code Section 54956.9)			
B.	Adjourn Meeting	Vote		2 m

Coversheet

Finance Dept. Matters

Section:	III. Action Items
Item:	A. Finance Dept. Matters
Purpose:	Vote
Submitted by:	
Related Material:	ALT FORM AIPCS II.pdf MEMORANDUM Con application projections 2223.docx ALT FORM MIDDLE.pdf Alt Forms High.pdf American Indian Model Schools HIGH SCHOOL Unaudited 2122.docx American Indian Model Schools Exec Memo Unaudited 2122.docx

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II
CDS #: 01612590114363 (5)
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0882

This charter school uses the following basis of accounting:
(Please enter an "X" in the applicable box below; check only one box)

[X] **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6 9400-9489, 9660-9669, 9796, and 9797)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 74 and 9711-9789)

Description	Object Code	Unrestricted	Restricted
A. REVENUES			
1. LCFF Sources			
State Aid - Current Year	8011	3,136,738.00	
Education Protection Account State Aid - Current Year	8012	1,819,152.00	
State Aid - Prior Years	8019	10,052.00	
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,922,770.00	
Other LCFF Transfers	8091, 8097		
Total, LCFF Sources		6,888,712.00	0.00
2. Federal Revenues (see NOTE in Section L)			
No Child Left Behind/Every Student Succeeds Act	8290		170,659.80
Special Education - Federal	8181, 8182		
Child Nutrition - Federal	8220		276,828.51
Donated Food Commodities	8221		
Other Federal Revenues	8110, 8260-8299		1,118,589.14
Total, Federal Revenues		0.00	1,566,077.45
3. Other State Revenues			
Special Education - State	StateRevSE		
All Other State Revenues	StateRevAO	127,664.79	682,766.41
Total, Other State Revenues		127,664.79	682,766.41
4. Other Local Revenues			
All Other Local Revenues	LocalRevAO	45,293.89	257,349.53
Total, Local Revenues		45,293.89	257,349.53
5. TOTAL REVENUES		7,061,670.68	2,506,193.39
B. EXPENDITURES (see NOTE in Section L)			
1. Certificated Salaries			
Certificated Teachers' Salaries	1100	1,649,370.11	689,237.59
Certificated Pupil Support Salaries	1200	82,624.23	48,793.89
Certificated Supervisors' and Administrators' Salaries	1300	284,621.16	72,813.93
Other Certificated Salaries	1900		
Total, Certificated Salaries		2,016,615.50	810,845.41
2. Noncertificated Salaries			
Noncertificated Instructional Salaries	2100	155,518.95	146,491.67
Noncertificated Support Salaries	2200		40,366.83
Noncertificated Supervisors' and Administrators' Salaries	2300		
Clerical, Technical and Office Salaries	2400	175,800.80	92,063.32
Other Noncertificated Salaries	2900		
Total, Noncertificated Salaries		331,319.75	278,921.82

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II
CDS #: 01612590114363 (5)

Description	Object Code	Unrestricted	Restricted
3. Employee Benefits			
STRS	3101-3102		
PERS	3201-3202	92,552.37	53,719.52
OASDI / Medicare / Alternative	3301-3302	176,114.57	82,980.63
Health and Welfare Benefits	3401-3402	225,837.42	69,313.52
Unemployment Insurance	3501-3502	18,778.47	9,322.05
Workers' Compensation Insurance	3601-3602	1,891.79	11,482.14
OPEB, Allocated	3701-3702		
OPEB, Active Employees	3751-3752		
Other Employee Benefits	3901-3902	4,879.23	
Total, Employee Benefits		520,053.85	226,817.86
4. Books and Supplies			
Approved Textbooks and Core Curricula Materials	4100	476.94	45,985.08
Books and Other Reference Materials	4200	1,406.72	13,414.78
Materials and Supplies	4300	60,983.03	111,591.39
Noncapitalized Equipment	4400	1,378.75	98,228.08
Food	4700		235,851.88
Total, Books and Supplies		64,245.44	505,071.21
5. Services and Other Operating Expenditures			
Subagreements for Services	5100		
Travel and Conferences	5200	9,368.71	23,454.13
Dues and Memberships	5300	10,689.25	
Insurance	5400	65,690.58	
Operations and Housekeeping Services	5500	145,645.81	136,452.17
Rentals, Leases, Repairs, and Noncap. Improvements	5600	105,000.23	7,675.38
Transfers of Direct Costs	5700-5799		
Professional/Consulting Services and Operating Expend.	5800	1,838,630.45	174,423.14
Communications	5900	63,257.28	7.58
Total, Services and Other Operating Expenditures		2,238,282.31	342,012.40
6. Capital Outlay			
(Objects 6100-6170, 6200-6500 modified accrual basis only)			
Land and Land Improvements	6100-6170		
Buildings and Improvements of Buildings	6200		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300		
Equipment	6400		
Equipment Replacement	6500		
Lease Assets	6600		
Depreciation Expense (accrual basis only)	6900	300,165.13	
Amortization Expense - Lease Assets	6910		
Total, Capital Outlay		300,165.13	0.00
7. Other Outgo			
Tuition to Other Schools	7110-7143		1,274,287.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO		
All Other Transfers	7281-7299		
Transfers of Indirect Costs	7300-7399		
Debt Service:			
Interest	7438	103,026.82	216,768.72
Principal (for modified accrual basis only)	7439		
Total Debt Service		103,026.82	216,768.72
Total, Other Outgo		103,026.82	1,491,055.72
8. TOTAL EXPENDITURES		5,573,708.80	3,654,724.42

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II

CDS #: 01612590114363 (5)

Description	Object Code	Unrestricted	Restricted
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		1,487,961.88	(1,148,531.03)
D. OTHER FINANCING SOURCES / USES			
1. Other Sources	8930-8979		
2. Less: Other Uses	7630-7699		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(1,388,417.09)	1,388,417.09
4. TOTAL OTHER FINANCING SOURCES / USES		(1,388,417.09)	1,388,417.09
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		99,544.79	239,886.06
F. FUND BALANCE / NET POSITION			
1. Beginning Fund Balance/Net Position			
a. As of July 1	9791	2,921,690.47	58,132.76
b. Adjustments/Restatements	9793, 9795	(27,198.47)	39,662.24
c. Adjusted Beginning Fund Balance /Net Position		2,894,492.00	97,795.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		2,994,036.79	337,681.06
Components of Ending Fund Balance (Modified Accrual Basis only)			
a. Nonspendable			
1. Revolving Cash (equals Object 9130)	9711		
2. Stores (equals Object 9320)	9712		
3. Prepaid Expenditures (equals Object 9330)	9713		
4. All Others	9719		
b. Restricted	9740		
c. Committed			
1. Stabilization Arrangements	9750		
2. Other Commitments	9760		
d. Assigned	9780		
e. Unassigned/Unappropriated			
1. Reserve for Economic Uncertainties	9789		
2. Unassigned/Unappropriated Amount	9790M		
3. Components of Ending Net Position (Accrual Basis only)			
a. Net Investment in Capital Assets	9796	7,842,911.16	
b. Restricted Net Position	9797		337,681.06
c. Unrestricted Net Position	9790A	(4,848,874.37)	0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II

CDS #: 01612590114363 (5)

Description	Object Code	Unrestricted	Restricted
G. ASSETS			
1. Cash			
In County Treasury	9110		
Fair Value Adjustment to Cash in County Treasury	9111		
In Banks	9120	3,877,156.62	337,681.06
In Revolving Fund	9130		
With Fiscal Agent/Trustee	9135		
Collections Awaiting Deposit	9140		
2. Investments	9150		
3. Accounts Receivable	9200		
4. Due from Grantor Governments	9290	2,153,933.13	
5. Stores	9320		
6. Prepaid Expenditures (Expenses)	9330	10,845.59	
7. Other Current Assets	9340	27,250.00	
8. Lease Receivable	9380		
9. Capital Assets (accrual basis only)	9400-9489	7,842,911.16	
10. TOTAL ASSETS		13,912,096.50	337,681.06
H. DEFERRED OUTFLOWS OF RESOURCES			
1. Deferred Outflows of Resources	9490		
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00
I. LIABILITIES			
1. Accounts Payable	9500	87,231.17	
2. Due to Grantor Governments	9590	312,692.36	
3. Current Loans	9640		
4. Unearned Revenue	9650	817,017.87	
5. Long-Term Liabilities (accrual basis only)	9660-9669	9,701,116.31	
6. TOTAL LIABILITIES		10,918,057.71	0.00
J. DEFERRED INFLOWS OF RESOURCES			
1. Deferred Inflows of Resources	9690		
2. TOTAL DEFERRED INFLOWS		0.00	0.00
K. FUND BALANCE /NET POSITION			
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		2,994,038.79	337,681.06

CHARTER SCHOOL UNAUDITED ACTUALS
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July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II
CDS #: 01612590114363 (5)

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service
a. NONE	$	
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if non
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

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July 1, 2021 to June 30, 2022

Charter School Name: American Indian Public Charter School II
CDS #: 01612590114363 (5)

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. NONE	
b.	
c.	
d.	
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:
Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	9,228,433.22
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	1,566,077.45
c. Subtotal of State & Local Expenditures [a minus b]	7,662,355.77
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	619,960.67
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f]	$ 7,042,395.10

910, 7438,

438, 7439,

Total
3,136,738.00
1,819,152.00
10,052.00
1,922,770.00
0.00
6,888,712.00
170,659.80
0.00
276,828.51
0.00
1,118,589.14
1,566,077.45
0.00
810,431.20
810,431.20
302,643.42
302,643.42
9,567,864.07
2,338,607.70
131,418.12
357,435.09
0.00
2,827,460.91
302,010.62
40,366.83
0.00
267,864.12
0.00
610,241.57

Total
0.00
146,271.89
259,095.20
295,150.94
28,100.52
13,373.93
0.00
0.00
4,879.23
746,871.71
46,462.02
14,821.50
172,574.42
99,606.83
235,851.88
569,316.65
0.00
32,822.84
10,689.25
65,690.58
282,097.98
112,675.61
0.00
2,013,053.59
63,264.86
2,580,294.71
0.00
0.00
0.00
0.00
0.00
0.00
300,165.13
0.00
300,165.13
1,274,287.00
0.00
0.00
0.00
0.00
0.00
319,795.54
0.00
319,795.54
1,594,082.54
9,228,433.22

Total
339,430.85
0.00
0.00
0.00
0.00
339,430.85
2,979,823.23
12,463.77
2,992,287.00
3,331,717.85
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
7,842,911.16
337,681.06
(4,848,874.37)

Total
0.00
0.00
4,214,837.68
0.00
0.00
0.00
0.00
0.00
2,153,933.13
0.00
10,845.59
27,250.00
0.00
7,842,911.16
14,249,777.56
0.00
0.00
87,231.17
312,692.36
0.00
817,017.87
9,701,116.31
10,918,057.71
0.00
0.00
3,331,719.85

Total
0.00
0.00
0.00
0.00
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0.00
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0.00
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e)

MEMORANDUM

TO: AIMS K-12 Board of Trustees
FROM: Katema Ballentine, Business Operations
DATE: September 13,2022
SUBJECT: Consolidated Application Information

Approval of the application for the Consolidated Application for the 2022-2023 school year.

FEDERAL FUNDING 2022-23 PROJECTED ALLOCATIONS					
SITE	**TITLE I**	**TITLE II**	**TITLE III**	**TITLE IV**	**TOTAL (per SITE)**
AIMS MIDDLE	$ 52,229	$ 10,869	$ 8,770	$ 10,000	**$ 81,868**
AIPCS II	$ 232,143	$ 28,507	$ 27,261	$ 17,206	**$ 305,117**
AIMS HIGH	$ 110,316	$ 14,929	$ 4,139	$ 10,000	**$ 139,384**
TOTAL(per PROGRAM)	**$ 394,688**	**$ 54,305**	**$ 40,170**	**$ 37,206**	

PURPOSE TITLE I:

Title I, Part A funds are intended to support student achievement and growth at the school level. Schools eligible for Title I, Part A funds are determined based on Free and reduced count numbers. Districts may choose to provide supports and services to increase student achievement and growth through school wide programs or targeted assistance programs. Additionally, districts may support some district-level Title I activities through district-managed activities and/or parent and community engagement activities.

PURPOSE TITLE II:

The amount of Title II, Part A funds allocated to LEAs is calculated using the same US census data that is used to calculate Title I, Part A. Eighty percent of the LEA's Title II, Part A allocation is based on poverty and the remaining twenty percent (20%) is based on total population.

Each LEA accepting Title II, Part A funds must also:

1. Implement a system of professional growth and improvement for educators [1], including opportunities to develop meaningful teacher leadership;

2. Provide equitable services to eligible non-public school teachers;

3. Coordinate Title II, Part A funded professional development activities with professional development activities provided through other Federal, State, and local programs; and

4. Ensure Title II, Part A funded activities address the learning needs of all students, including children with disabilities, English learners, and gifted and talented students.

PURPOSE TITLE III:

Title III, Part A is officially known as the Language Instruction for English Learner and Immigrant Students Act. Section 3102 lists the purpose of the law. The overarching purpose is to ensure that English learner (EL) students, including immigrant children and youth, attain English language proficiency and meet the same challenging state academic standards that other students are expected to meet.

LEAs must use Title III funds to supplement state language instruction educational programs, designed to assist EL students' achievement goals. The state educational agency (SEA), LEAs, and schools are accountable for increasing the English proficiency and core academic content knowledge of EL students. The Title III Immigrant (Resource 4201) grant resides within this program and provides opportunities for LEAs to enhance the instructional opportunities for immigrant students and their families.

PURPOSE TITLE IV:

Title IV is to provide all students with access to a well-rounded education; improve school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students.

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle
CDS #: 01612596113807 (5)
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0106

This charter school uses the following basis of accounting:
(Please enter an "X" in the applicable box below; check only one box)

[X] **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6 9400-9489, 9660-9669, 9796, and 9797)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 74 and 9711-9789)

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State Aid - Prior Years	8019	(19,627.00)	
Transfers to Charter Schools in Lieu of Property Taxes	8096	693,215.00	
Other LCFF Transfers	8091, 8097		
Total, LCFF Sources		2,341,625.00	0.00
2. Federal Revenues (see NOTE in Section L)			
No Child Left Behind/Every Student Succeeds Act	8290		35,703.44
Special Education - Federal	8181, 8182		
Child Nutrition - Federal	8220		100,321.21
Donated Food Commodities	8221		
Other Federal Revenues	8110, 8260-8299		336,267.74
Total, Federal Revenues		0.00	472,292.39
3. Other State Revenues			
Special Education - State	StateRevSE		
All Other State Revenues	StateRevAO	47,441.25	364,692.37
Total, Other State Revenues		47,441.25	364,692.37
4. Other Local Revenues			
All Other Local Revenues	LocalRevAO	13,670.46	242,288.08
Total, Local Revenues		13,670.46	242,288.08
5. TOTAL REVENUES		2,402,736.71	1,079,272.84
B. EXPENDITURES (see NOTE in Section L)			
1. Certificated Salaries			
Certificated Teachers' Salaries	1100	583,831.07	224,471.02
Certificated Pupil Support Salaries	1200	29,751.63	16,972.23
Certificated Supervisors' and Administrators' Salaries	1300	149,337.22	12,439.67
Other Certificated Salaries	1900		
Total, Certificated Salaries		762,919.92	253,882.92
2. Noncertificated Salaries			
Noncertificated Instructional Salaries	2100	29,688.11	56,076.61
Noncertificated Support Salaries	2200		1,545.41
Noncertificated Supervisors' and Administrators' Salaries	2300		
Clerical, Technical and Office Salaries	2400	43,970.66	36,637.56
Other Noncertificated Salaries	2900		265.00
Total, Noncertificated Salaries		73,658.77	94,524.58

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July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle
CDS #: 01612596113807 (5)

Description	Object Code	Unrestricted	Restricted
3. Employee Benefits			
STRS	3101-3102		
PERS	3201-3202	25,024.72	18,150.44
OASDI / Medicare / Alternative	3301-3302	61,592.32	26,701.13
Health and Welfare Benefits	3401-3402	59,408.07	14,996.92
Unemployment Insurance	3501-3502	11,188.47	4,451.07
Workers' Compensation Insurance	3601-3602	1,291.84	3,221.35
OPEB, Allocated	3701-3702		
OPEB, Active Employees	3751-3752		
Other Employee Benefits	3901-3902	(4,232.73)	
Total, Employee Benefits		154,272.69	67,520.91
4. Books and Supplies			
Approved Textbooks and Core Curricula Materials	4100		13,256.63
Books and Other Reference Materials	4200		5,010.75
Materials and Supplies	4300	10,820.18	63,073.47
Noncapitalized Equipment	4400		48,047.73
Food	4700		76,386.53
Total, Books and Supplies		10,820.18	205,775.11
5. Services and Other Operating Expenditures			
Subagreements for Services	5100		
Travel and Conferences	5200	1,372.53	9,275.57
Dues and Memberships	5300	11,864.88	
Insurance	5400	22,445.76	
Operations and Housekeeping Services	5500	56,019.49	48,764.98
Rentals, Leases, Repairs, and Noncap. Improvements	5600	11,866.48	22,475.47
Transfers of Direct Costs	5700-5799		
Professional/Consulting Services and Operating Expend.	5800	683,064.08	197,758.53
Communications	5900	21,746.92	
Total, Services and Other Operating Expenditures		808,380.14	278,274.55
6. Capital Outlay			
(Objects 6100-6170, 6200-6500 modified accrual basis only)			
Land and Land Improvements	6100-6170		
Buildings and Improvements of Buildings	6200		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300		
Equipment	6400		
Equipment Replacement	6500		
Lease Assets	6600		
Depreciation Expense (accrual basis only)	6900	63,167.43	
Amortization Expense - Lease Assets	6910		
Total, Capital Outlay		63,167.43	0.00
7. Other Outgo			
Tuition to Other Schools	7110-7143		459,436.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO		
All Other Transfers	7281-7299		
Transfers of Indirect Costs	7300-7399		
Debt Service:			
Interest	7438	34,141.23	85,207.47
Principal (for modified accrual basis only)	7439		
Total Debt Service		34,141.23	85,207.47
Total, Other Outgo		34,141.23	544,643.47
8. TOTAL EXPENDITURES		1,907,360.36	1,444,621.54

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle

CDS #: 01612596113807 (5)

Description	Object Code	Unrestricted	Restricted
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		495,376.35	(365,348.70)
D. OTHER FINANCING SOURCES / USES			
1. Other Sources	8930-8979		
2. Less: Other Uses	7630-7699		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(549,177.22)	549,177.22
4. TOTAL OTHER FINANCING SOURCES / USES		(549,177.22)	549,177.22
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		(53,800.87)	183,828.52
F. FUND BALANCE / NET POSITION			
1. Beginning Fund Balance/Net Position			
a. As of July 1	9791	1,567,672.92	44,302.00
b. Adjustments/Restatements	9793, 9795	(96,574.92)	101,139.00
c. Adjusted Beginning Fund Balance /Net Position		1,471,098.00	145,441.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,417,297.13	329,269.52
Components of Ending Fund Balance (Modified Accrual Basis only)			
a. Nonspendable			
1. Revolving Cash (equals Object 9130)	9711		
2. Stores (equals Object 9320)	9712		
3. Prepaid Expenditures (equals Object 9330)	9713		
4. All Others	9719		
b. Restricted	9740		
c. Committed			
1. Stabilization Arrangements	9750		
2. Other Commitments	9760		
d. Assigned	9780		
e. Unassigned/Unappropriated			
1. Reserve for Economic Uncertainties	9789		
2. Unassigned/Unappropriated Amount	9790M		
3. Components of Ending Net Position (Accrual Basis only)			
a. Net Investment in Capital Assets	9796	131,421.53	
b. Restricted Net Position	9797		329,269.52
c. Unrestricted Net Position	9790A	1,285,875.60	0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle

CDS #: 01612596113807 (5)

Description	Object Code	Unrestricted	Restricted
G. ASSETS			
1. Cash			
In County Treasury	9110		
Fair Value Adjustment to Cash in County Treasury	9111		
In Banks	9120	277,457.43	329,269.52
In Revolving Fund	9130		
With Fiscal Agent/Trustee	9135		
Collections Awaiting Deposit	9140		
2. Investments	9150		
3. Accounts Receivable	9200		
4. Due from Grantor Governments	9290	856,633.86	
5. Stores	9320		
6. Prepaid Expenditures (Expenses)	9330	5,114.79	
7. Other Current Assets	9340	420,641.41	
8. Lease Receivable	9380		
9. Capital Assets (accrual basis only)	9400-9489	131,421.53	
10. TOTAL ASSETS		1,691,269.02	329,269.52
H. DEFERRED OUTFLOWS OF RESOURCES			
1. Deferred Outflows of Resources	9490		
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00
I. LIABILITIES			
1. Accounts Payable	9500	23,939.22	
2. Due to Grantor Governments	9590	98,195.00	
3. Current Loans	9640		
4. Unearned Revenue	9650	138,105.44	
5. Long-Term Liabilities (accrual basis only)	9660-9669	13,732.23	
6. TOTAL LIABILITIES		273,971.89	0.00
J. DEFERRED INFLOWS OF RESOURCES			
1. Deferred Inflows of Resources	9690		
2. TOTAL DEFERRED INFLOWS		0.00	0.00
K. FUND BALANCE /NET POSITION			
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		1,417,297.13	329,269.52

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle
CDS #: 01612596113807 (5)

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service
a. NONE	$	
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep Middle
CDS #: 01612596113807 (5)

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. NONE	
b.	
c.	
d.	
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:
Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	3,351,981.90
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	472,292.39
c. Subtotal of State & Local Expenditures [a minus b]	2,879,689.51
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	182,516.13
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f]	$ 2,697,173.38

910, 7438,

438, 7439,

Total
990,484.00
677,553.00
(19,627.00)
693,215.00
0.00
2,341,625.00
35,703.44
0.00
100,321.21
0.00
336,267.74
472,292.39
0.00
412,133.62
412,133.62
255,958.54
255,958.54
3,482,009.55
808,302.09
46,723.86
161,776.89
0.00
1,016,802.84
85,764.72
1,545.41
0.00
80,608.22
265.00
168,183.35

Total
0.00
43,175.16
88,293.45
74,404.99
15,639.54
4,513.19
0.00
0.00
(4,232.73)
221,793.60
13,256.63
5,010.75
73,893.65
48,047.73
76,386.53
216,595.29
0.00
10,648.10
11,864.88
22,445.76
104,784.47
34,341.95
0.00
880,822.61
21,746.92
1,086,654.69
0.00
0.00
0.00
0.00
0.00
0.00
63,167.43
0.00
63,167.43
459,436.00
0.00
0.00
0.00
0.00
0.00
119,348.70
0.00
119,348.70
578,784.70
3,351,981.90

Total
130,027.65
0.00
0.00
0.00
0.00
130,027.65
1,611,974.92
4,564.08
1,616,539.00
1,746,566.65
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
131,421.53
329,269.52
1,285,875.60

Total
0.00
0.00
606,726.95
0.00
0.00
0.00
0.00
0.00
856,633.86
0.00
5,114.79
420,641.41
0.00
131,421.53
2,020,538.54
0.00
0.00
23,939.22
98,195.00
0.00
138,105.44
13,732.23
273,971.89
0.00
0.00
1,746,566.65

Total
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

e)

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High
CDS #: 01612590111856 (4)
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0765

This charter school uses the following basis of accounting:
(Please enter an "X" in the applicable box below; check only one box)

[X] **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6 9400-9489, 9660-9669, 9796, and 9797)

[ ] **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 74 and 9711-9789)

Description	Object Code	Unrestricted	Restricted
A. REVENUES			
1. LCFF Sources			
State Aid - Current Year	8011	2,166,396.00	
Education Protection Account State Aid - Current Year	8012	1,743,126.00	
State Aid - Prior Years	8019	(237,206.00)	
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,328,023.00	
Other LCFF Transfers	8091, 8097		
Total, LCFF Sources		5,000,339.00	0.00
2. Federal Revenues (see NOTE in Section L)			
No Child Left Behind/Every Student Succeeds Act	8290		103,960.84
Special Education - Federal	8181, 8182		
Child Nutrition - Federal	8220		122,988.33
Donated Food Commodities	8221		
Other Federal Revenues	8110, 8260-8299		949,503.85
Total, Federal Revenues		0.00	1,176,453.02
3. Other State Revenues			
Special Education - State	StateRevSE		
All Other State Revenues	StateRevAO	101,278.79	232,861.37
Total, Other State Revenues		101,278.79	232,861.37
4. Other Local Revenues			
All Other Local Revenues	LocalRevAO	45,638.80	191,254.01
Total, Local Revenues		45,638.80	191,254.01
5. TOTAL REVENUES		5,147,256.59	1,600,568.40
B. EXPENDITURES (see NOTE in Section L)			
1. Certificated Salaries			
Certificated Teachers' Salaries	1100	1,093,359.81	170,992.82
Certificated Pupil Support Salaries	1200	127,203.02	93,442.50
Certificated Supervisors' and Administrators' Salaries	1300	322,207.10	31,273.19
Other Certificated Salaries	1900		
Total, Certificated Salaries		1,542,769.93	295,708.51
2. Noncertificated Salaries			
Noncertificated Instructional Salaries	2100	16,870.26	94,330.24
Noncertificated Support Salaries	2200	2,409.20	
Noncertificated Supervisors' and Administrators' Salaries	2300		
Clerical, Technical and Office Salaries	2400	363,372.73	68,647.01
Other Noncertificated Salaries	2900		20,790.55
Total, Noncertificated Salaries		382,652.19	183,767.80

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High
CDS #: 01612590111856 (4)

Description	Object Code	Unrestricted	Restricted
3. Employee Benefits			
STRS	3101-3102		
PERS	3201-3202	136,941.76	50,031.79
OASDI / Medicare / Alternative	3301-3302	146,898.74	34,609.92
Health and Welfare Benefits	3401-3402	177,519.72	14,056.03
Unemployment Insurance	3501-3502	17,468.48	5,606.56
Workers' Compensation Insurance	3601-3602	1,091.94	6,166.82
OPEB, Allocated	3701-3702		
OPEB, Active Employees	3751-3752		
Other Employee Benefits	3901-3902	11,382.22	
Total, Employee Benefits		491,302.86	110,471.12
4. Books and Supplies			
Approved Textbooks and Core Curricula Materials	4100		177,761.01
Books and Other Reference Materials	4200	4,091.74	2,278.66
Materials and Supplies	4300	251,953.90	62,705.49
Noncapitalized Equipment	4400	96,157.33	104,452.59
Food	4700		100,413.10
Total, Books and Supplies		352,202.97	447,610.85
5. Services and Other Operating Expenditures			
Subagreements for Services	5100		
Travel and Conferences	5200	10,329.07	60,125.78
Dues and Memberships	5300	16,779.50	
Insurance	5400	37,130.39	
Operations and Housekeeping Services	5500	98,964.05	159,905.50
Rentals, Leases, Repairs, and Noncap. Improvements	5600	71,754.28	147,450.50
Transfers of Direct Costs	5700-5799		
Professional/Consulting Services and Operating Expend.	5800	1,387,843.70	127,642.73
Communications	5900	10,054.21	
Total, Services and Other Operating Expenditures		1,632,855.20	495,124.51
6. Capital Outlay			
(Objects 6100-6170, 6200-6500 modified accrual basis only)			
Land and Land Improvements	6100-6170		
Buildings and Improvements of Buildings	6200		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300		
Equipment	6400		
Equipment Replacement	6500		
Lease Assets	6600		
Depreciation Expense (accrual basis only)	6900	6,923.76	
Amortization Expense - Lease Assets	6910		
Total, Capital Outlay		6,923.76	0.00
7. Other Outgo			
Tuition to Other Schools	7110-7143		879,672.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO		
All Other Transfers	7281-7299		
Transfers of Indirect Costs	7300-7399		
Debt Service:			
Interest	7438	1,266.14	
Principal (for modified accrual basis only)	7439		
Total Debt Service		1,266.14	0.00
Total, Other Outgo		1,266.14	879,672.00
8. TOTAL EXPENDITURES		4,409,973.05	2,412,354.79

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High

CDS #: 01612590111856 (4)

Description	Object Code	Unrestricted	Restricted
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		737,283.54	(811,786.39)
D. OTHER FINANCING SOURCES / USES			
1. Other Sources	8930-8979		
2. Less: Other Uses	7630-7699		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(1,457,247.74)	1,457,247.74
4. TOTAL OTHER FINANCING SOURCES / USES		(1,457,247.74)	1,457,247.74
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		(719,964.20)	645,461.35
F. FUND BALANCE / NET POSITION			
1. Beginning Fund Balance/Net Position			
a. As of July 1	9791	1,609,623.14	98,246.00
b. Adjustments/Restatements	9793, 9795	(97,323.14)	103,148.00
c. Adjusted Beginning Fund Balance /Net Position		1,512,300.00	201,394.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		792,335.80	846,855.35
Components of Ending Fund Balance (Modified Accrual Basis only)			
a. Nonspendable			
1. Revolving Cash (equals Object 9130)	9711		
2. Stores (equals Object 9320)	9712		
3. Prepaid Expenditures (equals Object 9330)	9713		
4. All Others	9719		
b. Restricted	9740		
c. Committed			
1. Stabilization Arrangements	9750		
2. Other Commitments	9760		
d. Assigned	9780		
e. Unassigned/Unappropriated			
1. Reserve for Economic Uncertainties	9789		
2. Unassigned/Unappropriated Amount	9790M		
3. Components of Ending Net Position (Accrual Basis only)			
a. Net Investment in Capital Assets	9796	6,923.51	
b. Restricted Net Position	9797		846,855.35
c. Unrestricted Net Position	9790A	785,412.29	0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High

CDS #: 01612590111856 (4)

Description	Object Code	Unrestricted	Restricted
G. ASSETS			
1. Cash			
In County Treasury	9110		
Fair Value Adjustment to Cash in County Treasury	9111		
In Banks	9120		
In Revolving Fund	9130		
With Fiscal Agent/Trustee	9135		
Collections Awaiting Deposit	9140		
2. Investments	9150		
3. Accounts Receivable	9200		
4. Due from Grantor Governments	9290	1,591,760.61	306,463.40
5. Stores	9320		
6. Prepaid Expenditures (Expenses)	9330	46,431.37	
7. Other Current Assets	9340	7,042.22	540,391.95
8. Lease Receivable	9380		
9. Capital Assets (accrual basis only)	9400-9489	6,923.51	
10. TOTAL ASSETS		1,652,157.71	846,855.35
H. DEFERRED OUTFLOWS OF RESOURCES			
1. Deferred Outflows of Resources	9490		
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00
I. LIABILITIES			
1. Accounts Payable	9500	75,812.61	
2. Due to Grantor Governments	9590	257,199.00	
3. Current Loans	9640		
4. Unearned Revenue	9650	513,081.06	
5. Long-Term Liabilities (accrual basis only)	9660-9669	13,732.24	
6. TOTAL LIABILITIES		859,824.91	0.00
J. DEFERRED INFLOWS OF RESOURCES			
1. Deferred Inflows of Resources	9690		
2. TOTAL DEFERRED INFLOWS		0.00	0.00
K. FUND BALANCE /NET POSITION			
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		792,332.80	846,855.35

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High
CDS #: 01612590111856 (4)

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service
a. NONE	$	
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if non
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2021 to June 30, 2022

Charter School Name: AIMS College Prep High
CDS #: 01612590111856 (4)

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. NONE	
b.	
c.	
d.	
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:
Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	6,822,327.84
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	1,176,453.02
c. Subtotal of State & Local Expenditures [a minus b]	5,645,874.82
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	8,189.90
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f]	$ 5,637,684.92

910, 7438,

438, 7439,

Total
2,166,396.00
1,743,126.00
(237,206.00)
1,328,023.00
0.00
5,000,339.00
103,960.84
0.00
122,988.33
0.00
949,503.85
1,176,453.02
0.00
334,140.16
334,140.16
236,892.81
236,892.81
6,747,824.99
1,264,352.63
220,645.52
353,480.29
0.00
1,838,478.44
111,200.50
2,409.20
0.00
432,019.74
20,790.55
566,419.99

Total
0.00
186,973.55
181,508.66
191,575.75
23,075.04
7,258.76
0.00
0.00
11,382.22
601,773.98
177,761.01
6,370.40
314,659.39
200,609.92
100,413.10
799,813.82
0.00
70,454.85
16,779.50
37,130.39
258,869.55
219,204.78
0.00
1,515,486.43
10,054.21
2,127,979.71
0.00
0.00
0.00
0.00
0.00
0.00
6,923.76
0.00
6,923.76
879,672.00
0.00
0.00
0.00
0.00
0.00
1,266.14
0.00
1,266.14
880,938.14
6,822,327.84

Total
(74,502.85)
0.00
0.00
0.00
0.00
(74,502.85)
1,707,869.14
5,824.86
1,713,694.00
1,639,191.15
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
6,923.51
846,855.35
785,412.29

Total
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
1,898,224.01
0.00
46,431.37
547,434.17
0.00
6,923.51
2,499,013.06
0.00
0.00
75,812.61
257,199.00
0.00
513,081.06
13,732.24
859,824.91
0.00
0.00
1,639,188.15

Total
0.00
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AIMS College Prep
2021-2022 Unaudited Actuals High School Summary

During the 2021-2022 AIMS College Prep High school reflected deficit spending due to unexpected Increased cost in operation services on campus. Increased cleaning, insurance and telecommunication mid-year rate increases, as well as needed repair to technology infrastructure was required to support the in person learning transition.

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AIMS College Prep

2021-2022 Unaudited Actuals Executive Summary

AIMS College Prep is a Charter District comprised of 3 schools. American Indian Public Charter School was initially established in 1996. The AIMS College Prep Charter District was formed in 2006 with the expansion of schools, adding American Indian Public High School and American Indian Public Charter II, (K-8). The Charter is located in Oakland of Alameda County. In the 2020-2021 American Indian Model Schools formally changed its name to AIMS College Prep.

For the 2021-2022 school year, AIMS K-12 College Prep enrolled 1335 students in 3 schools; One K-8, One Middle School (6-8) and One High School. In 2021-22 AIMS K-12 employed 1 part-time and 127 full-time staff to serve our students.

Governance

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

Enrollment

In accordance to the Charter Agreement with Oakland Unified School District, AIMS has nearly reached its full enrollment capacity AIMS Middle (AIPCS) is capped at 250 students, American Indian Public Charter II (AIPCS II) 675, and AIMS College Prep High School (AIPHS) at 450.

	AIMS MIDDLE	AIPCS II	AIMS HIGH	TOTALS
ENROLLMENT	240	655	440	**1335**
ADA %	97%	97%	95%	
ADA ENROLLMENT	233	635.35	418	**1286.15**

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Budget

AIMS college Prep's fiscal year is from July 1 to June 30, as prescribed for all governmental agencies in the state. The budget for July 1, 2021 to June 30, 2022 totals $23,324,229 in revenues.

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

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

Special State Funds

- ASES: Afterschool Program
- **NEW Educator Effectiveness Block Grant**

Local Funds

- LOCAL FUNDS (Measure G1, Donations & Grants)

Federal

American Indian Model Schools receives direct funding* of federal funds for at risk students:
**Direct Funding: Federal allocation is directly provided to Charter. The funds do not "pass-through" the Authorizing District (Oakland Unified School District). These funds are issued at a reimbursement rate, funds must be expended and applied for reimbursement quarterly.*

- Title I, Part A Low Income at Risk
- Professional Development (Title II)
- English Learners (Title III)
- Title VI,
- NSLP/SSO: Funding to provide meals to those students qualifying for free or reduced lunches.
- Facilities Grant
- COVID response - CARES Act: ESSER Funding (1st and 2nd Round)
- COVID response- New ESSER III (3 Year grant 21-22 thru 23-24)
- COVID response- Expanded Learn Opportunity Plan
- COVID response- Expanded Learning Opportunity Plan -Paraprofessional
- COVID response- In-Person Learning Grant
- **NEW: Extended Learning Opportunity Grant**
- **NEW: Pre-K Grant (Planning)**

These funds provide necessary services to students in attending AIMS schools.

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Budget Benchmarks – Process timeline

- AIMS 2022-2023 Budget Adoption: June 15,2022
- State's 2022-2023 June Budget Adoption: June 30,2022
- 45 Day Budget Revision (not required): Mid-August
- **Unaudited Actuals (2021-22 Closing): September 01,2022**
- First Interim (Realignment based on July – Oct 31 Activity): December 1, 2022
- January Governors Release (Projections for 2023-2024): January 2023
- Second Interim (Realignment based on Nov 1, 2022– Jan 31, 2023)- March 1,2023
- Governors May Revise (Revision to Jan. Gov. Release): May 2023
- 2023-24 Budget Adoption – June 15, 2023

Unaudited Actuals

Unaudited Actuals are an annual statement reporting the financial activities of the District in which the data are not yet formally audited. Unaudited Actuals are presented to the Board each September, reflecting the District's final year end closing from the June 2022.

Revenues

AIMS K12 is primarily funded by State and Federal revenues. AIMS receives 83% of its revenue from State resources, 14% from Federal Resources and 3% of revenues are based on grants and/or local revenues.

During the 2020-2021 school year, in response to the "Stay in Place" order, the Food Service program participated in the Seamless Summer Option (SSO program). This federal program is usually a summer program that was extended to a year-round option. It allowed for school meals to be provided to AIMS students and the community with a full reimbursement from the state. This program expired June 30,2022.

As required by the Measure G1 Parcel tax language, Measure G1 Staff Retention Salary Bonus reimbursement was issued to all schools.

REVENUES	
LCFF	$14,230,676
Federal Revenue	$3,214,823
Other State Revenue	$1,556,705
Local Revenue	$4,322,025
Total Revenue	**$23,324,229**

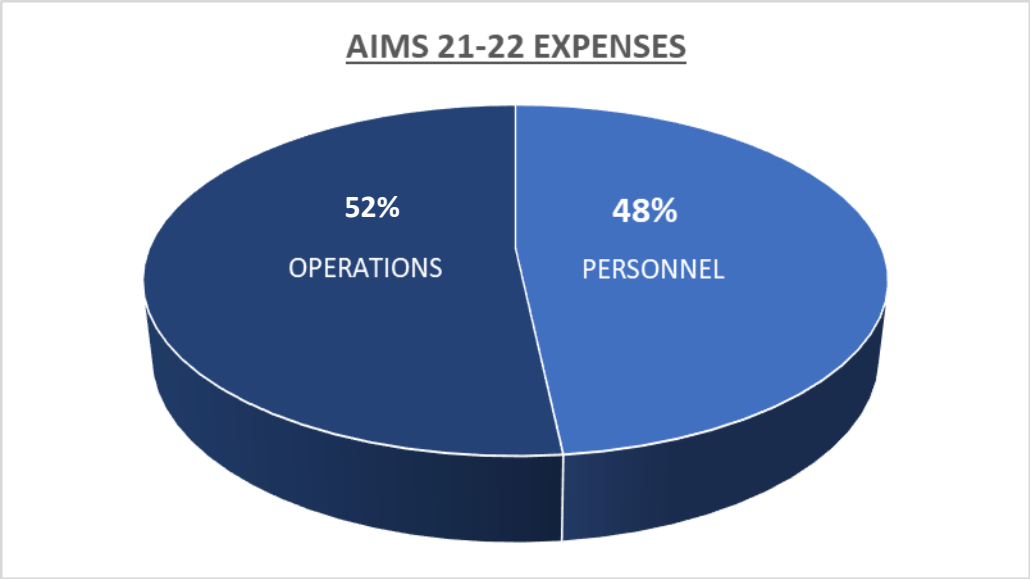
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Expenses

AIMS K-12 2021-2022 expenses reflects a 48% investment in Personnel expenses and 52% allocated to the operations of the organization. The total expenses for the 2021-2022 school year are $22,929,273.



Salaries & Benefits

Salary compensation represents 48% of expenses across all AIMS Schools. AIMS offers a competitive compensation package for both certificated and classified staff. Employee Benefit expense at AIMS averages 25% across all schools. This can vary greatly due to two primary factors: health and welfare benefits and PERS. Health and welfare benefits (medical/dental/vision insurance premiums), if requested by the employee, can vary due a number of factors, including an employee's age and number of dependents. AIMS tracks and reports health and welfare benefits as precisely as possible, reflects as a variance in the percentage of benefits for employees at AIMS. PERS requires an employer contribution of 24.90% of classified salaries. Teachers are offered a 3% match for any voluntary contribution to an 403B retirement plan.

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AIPCS I

Compensation for staff at AIMS College Prep Middle School, formerly known as American Indian Public Charter (AIPCS), is split between AIPCS and the middle school component of American Indian Public Charter School II (6-8). The expenses reflected are split by assignment and student Average Daily Attendance (ADA). All staff, with the exception of 5 teachers are split funded between AIMS Middle and AIPCS II.

AIPCS II

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

AIPCS	51%
AIPCS II	49%
	100%

CharterVision

AIMS K-12 COMPENSATION EXPENSES	
Certificated Salaries	$6,047,651
Classified Salaries	$2,778,033
Employee Benefits	$2,250,105
Personnel Expenses	$11,075,788

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Books and Supplies

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

4100	Approved Textbooks and Core Curricula	$237,480
4200	Books and Other Reference Materials	$28,727
4300	Materials and Supplies	$258,075
4315	Classroom Materials and Supplies	$245,729
4316	Student/Pupil Testing	$75,593
4342	Materials for School Sponsored Athletics	$34,913
4381	Materials for Plant Maintenance	$50,862
4400	Noncapitalized Equipment	$83,467
4410	Computers/Network/Software	$254,667
4430	Noncapitalized Student Equipment	$45,104
4440	Student Events	$2,784
4700	Food and Food Supplies	$412,705
	Books and Supplies	$1,730,105

The category of Book and Supplies captures more than classroom textbooks and materials, it itemizes Non- Capitalized student equipment such as tables, chairs, computers and software. The Food services program is also included in this category.

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Services and Other Operating Expenses

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

5200	Travel and Conferences	$35,422
5210	Training and Development Expense	$132,898
5300	Dues and Memberships	$42,250
5400	Insurance	$155,843
5500	Operation and Housekeeping Services	$17,025
5501	Utilities	$291,340
5502	Janitorial Services	$352,685
5504	Pest Control Services	$7,691
5600	Space Rental/Leases Expense	$184,544
5601	Building Maintenance	$116,200
5602	Other Space Rental	$3,561
5605	Equipment Rental/Lease Expense	$68,858
5610	Equipment Repair	$165
5800	Professional/Consulting Services and	$664,212
5803	Banking and Payroll Service Fees	$36,544
5805	Legal Services	$61,749
5806	Audit Services	$1,200
5810	Educational Consultants	$42,940
5812	Non employee substitutes	$48,425
5815	Advertising/Recruiting	$8,030
5820	Fundraising Expense	$7,357
5821	Scholarship Expense	$27,224
5822	Staff Appreciation - Non Public Funds	$9,017
5830	Field Trip Expense	$3,193
5836	Transportation Services	$700
5842	Services Student Athletics	$51,253
5850	Scholarships Awarded	$20,999
5873	Financial Services	$329,204
5874	Personnel Services	$7,524
5875	District Oversight Fee	$144,960
5877	IT Services	$36,260
5890	Interest Expense/Fees	$47
5900	Communications (Tele., Internet,	$201,749
5901	Marketing	$59,597
5910	Postage	$4,511
	Services & Other Operating Expenses	$3,175,178

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A charter management organization (CMO) is an educational organization that operates charter schools in the United States. Charter schools are public schools that operate independently of the local government school district.

A CMO controls all elements of the operation of the schools under its control, including holding the charter. By convention, a CMO manages at least three schools.(wikipedia)

AIMS CMO supports functions such as District Leadership, Board, Superintendent, Human Resources, Fiscal Services, Facility and Food Operations, Registration and Enrollment, Marketing and Communications, and the District Sports Program.

CMO INTERPROGRAM TRANSFER		
8785	CMO Management Fees	$3,524,140
5899	CMO Management Fee Expense	$3,524,140

Capital Outlay

Capital Outlay records expenditures for land, buildings, books, and equipment, including leases with option to purchase.

On September 18, 2018, AIMS Board of Trustees voted to approve the leasing of 3 ten passenger vans to assist in the transportation of AIMS children for sport activities, field trips and other instructional related activities. The vans are on a 60-month lease and impact capital outlay across all schools.

CharterVision

6900	Depreciation Expense	$370,256
	Capital Outlay	$370,256

Other Outgo

For the 2021-22 school year, AIMS partnered with Oakland Unified School District to provide the Special Education services for their students. AIMS is not receive direct revenue for the Special Education program, instead revenue for AIMS children is recognized at OUSD. AIMS encroaches on the General Fund to pay OUSD to provide the needed services. In the 2021-2022 fiscal year the cost per student was $2,054.

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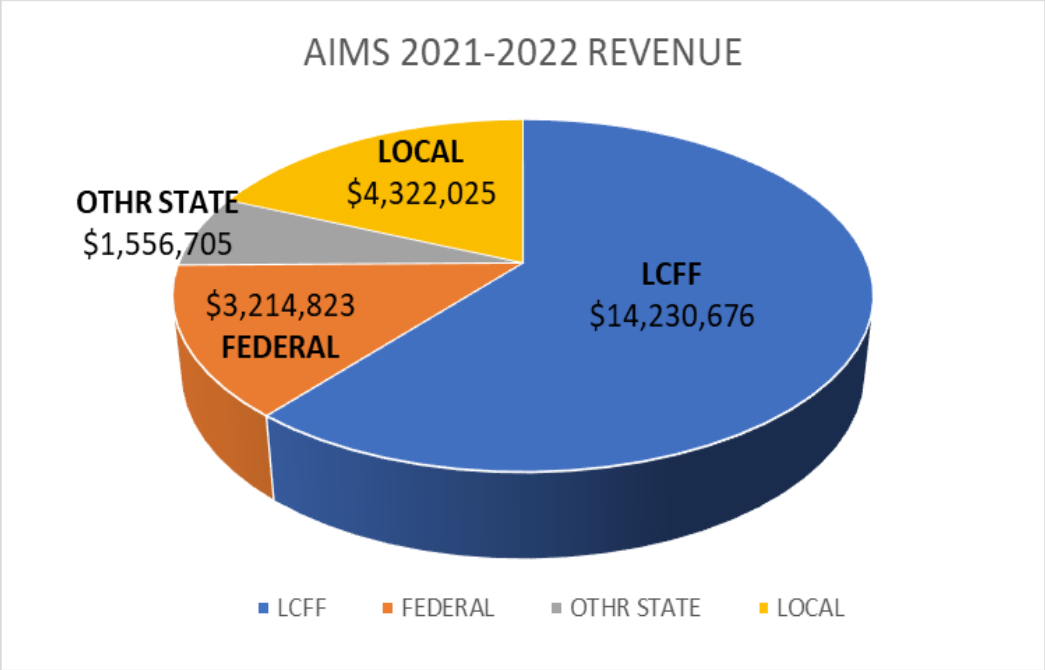
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CharterVision

7141	Special Education Encroachment District	$2,613,395
7438	Debt Service - Interest	$440,410
	Other Outgo	$3,053,805

Summary

For the 2021-2022 school year, AIMS K-12 College Prep received $23,324,229 in revenue. The composition of those funds are as follows:



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REVENUES	
LCFF	$14,230,676
Federal Revenue	$3,214,823
Other State Revenue	$1,556,705
Local Revenue	$4,322,025
Total Revenue	**$23,324,229**

EXPENSE CLASSIFICATIONS		ACTUALS
1000	Certificated Salaires	$6,047,651
2000	Classified Salaries	$2,778,033
3000	Employee Benefits	$2,250,105
4000	Books and Supplies	$1,730,105
5000	Services and Other Facility Expenses	$6,699,318
6000	Capital Outlay	$370,256
7000	Other Outgoing	$3,053,805
TOTAL EXPENSES		**$22,929,273**

AIMS expensed $22,929,273, during the 2021-2022 resulting in an excess revenue vs expense of in the amount of $394,956.

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Unaudited Actuals Loan Covenant

Maintain a debt coverage ration (defined as net operating income divided by current portion of long-term debt plus interest expenses) of not less than 1.35 to 1 for the fiscal years ended June 30,20210 and June 30th 2021 and **1.5** to 1 thereafter**.**

CALCULATION OF NET OPERATING INCOME				
	Projected Surplus	Depreciation	Int Exp	Total
AIPCS I	130,246	63,167	119,349	312,763
AIPCS II	340,256	300,165	319,796	960,217
HS	-73,576	6,924	1,266	-65,387
TOTALS	396,926	370,256	440,410	1,207,592.97

AIMS LOAN COVENANT CALCULATION PRO FORMA at 06/30/2022	
Net Operating Income	$1,207,592.97
Current Portion of Loan	$222,692.00
Interest To be Paid next 12 mo	$440,410.39
12 Mos Princ and Int	$663,102.39
Ratio	**1.82**

During the 2021-2022 AIMS College Prep High school reflected deficit spending due to increased unexpected cost in operation services on campus. Increased cleaning, insurance and telecommunication mid-year rate increases, as well as needed repair to technology infrastructure was required to support the in person learning transition.

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CASH FLOW STATEMENT

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		2021					
	Cash Source / (Use)	July	August	September	October	November	December
Operating Activities	Revenue	$344,763	$1,078,557	$1,221,164	$2,226,308	$1,653,113	$1,308,784
	Expenses	($1,315,300)	($1,734,068)	($1,593,719)	($1,825,284)	($1,616,795)	($1,550,024)
	Total Net (Loss)/Income	($970,536)	($655,511)	($372,556)	$401,024	$36,318	($241,239)
	Receivables	$2,418,300	$114,339	$1,536,579	$340,738	($69,360)	$19,633
	Intracompany Receivables	$0	$0	$0	$0	$0	$0
	Prepaid Expenses	$0	$24,399	($3,645)	$0	$1,439	$10,124
	Current Other Expenses	$0	$0	$0	$0	$0	$0
	Other Assets	$0	$0	$0	$0	$0	$0
	Accounts Payables	$28,373	$46,504	($228,723)	$127,762	($51,527)	($90,091)
	Accrued Salaries and Taxes	($104,821)	$26,667	($8,005)	($95,089)	$62,708	($41,336)
	Short Term Loans	$0	$0	$0	$0	$0	$0
	Deferred Revenue	$0	$0	($70,770)	($10,604)	($29,707)	($19,366)
	Other Current Liabilities	$0	$0	$0	$0	$0	$0
	Net Cash provided/ (used) by Operating	$1,371,315	($443,602)	$852,880	$763,831	($50,129)	($362,276)
Investing Activities	Capital Expenditures	$30,811	$30,811	$30,811	$25,211	$30,811	$30,811
	Other Investing Activities	$0	$0	$0	$0	$0	$0
	Equity Transfers	$0	$0	$0	$0	$0	$0
	Net Cash provided/ (used) by Investing	$30,811	$30,811	$30,811	$25,211	$30,811	$30,811
Financing Activities	Cash Flow Financing - Secured Debt	$0	$0	$0	$0	$0	$0
	Loan Payables	($16,704)	($16,704)	($16,704)	($16,704)	($17,961)	($17,961)
	Deferred Lease Expense	($1,618)	($1,741)	($1,741)	($1,741)	($1,741)	($1,741)
	Net Cash provided/ (used) by Financing	($18,322)	($18,445)	($18,445)	($18,445)	($19,702)	($19,702)
	Cash at Beginning of Period	$3,619,262	$5,003,067	$4,571,831	$5,437,077	$6,207,675	$6,168,655
Net Increase/(Decrease) in Cash		$1,383,804	($431,236)	$865,246	$770,597	($39,020)	($351,167)
Cash at end of Period		$5,003,067	$4,571,831	$5,437,077	$6,207,675	$6,168,655	$5,817,488

CASH FLOW STATEMENT

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		2022					
	Cash Source / (Use)	January	February	March	April	May	June
Operating Activities	Revenue	$3,448,341	$1,609,691	$1,142,591	$2,229,440	$2,022,773	$5,038,705
	Expenses	($2,562,545)	($1,669,299)	($2,583,764)	($1,677,662)	($1,554,229)	($3,246,585)
	Total Net (Loss)/Income	$885,796	($59,609)	($1,441,173)	$551,779	$468,544	$1,792,120
	Receivables	$278,798	$80,514	$0	($7,895)	$38,534	($4,847,859)
	Intracompany Receivables	$0	$0	$0	$0	$0	$0
	Prepaid Expenses	$0	($4,086)	$0	($1,636)	($150)	($27,866)
	Current Other Expenses	$0	$0	$0	$0	$0	$0
	Other Assets	$0	$0	$0	$0	$0	$0
	Accounts Payables	$93,041	($33,608)	$852,223	($859,471)	$8,395	$716,777
	Accrued Salaries and Taxes	$22,752	($7,201)	$88,045	$4,699	($23,623)	$92,361
	Short Term Loans	$0	$0	$0	$0	$0	$0
	Deferred Revenue	($73,317)	($226,437)	$468,913	($98,089)	($41,341)	$820,898
	Other Current Liabilities	$0	$0	$0	$0	$0	$0
	Net Cash provided/ (used) by Operating	$1,207,070	($250,428)	($31,992)	($410,613)	$450,358	($1,453,568)
Investing Activities	Capital Expenditures	$30,811	$30,811	$30,811	$32,486	$30,811	$31,331
	Other Investing Activities	$0	$0	$0	$0	$0	$0
	Equity Transfers	$0	$0	$0	$0	$0	$0
	Net Cash provided/ (used) by Investing	$30,811	$30,811	$30,811	$32,486	$30,811	$31,331
Financing Activities	Cash Flow Financing - Secured Debt	$0	$0	$0	$0	$0	$0
	Loan Payables	($17,961)	($17,961)	($17,961)	($17,961)	($17,961)	($17,961)
	Deferred Lease Expense	($1,741)	($1,741)	($1,741)	($1,741)	($1,741)	($1,873)
	Net Cash provided/ (used) by Financing	($19,702)	($19,702)	($19,702)	($19,702)	($19,702)	($19,834)
	Cash at Beginning of Period	$5,817,488	$7,035,668	$6,796,349	$6,775,466	$6,377,638	$6,839,106
Net Increase/(Decrease) in Cash		$1,218,180	($239,318)	($20,883)	($397,829)	$461,468	($1,442,071)
Cash at end of Period		$7,035,668	$6,796,349	$6,775,466	$6,377,638	$6,839,106	$5,397,034

CASH AVAILABLE AT JUNE 30, 2022 $5,397,034

Coversheet

Health and School Services Dept. Items

Section:	III. Action Items
Item:	B. Health and School Services Dept. Items
Purpose:	Vote
Submitted by:	
Related Material:	Portable classroom with new underlayment.pdf Portable classroom with new underlayment and self leveling.pdf Portable classroom smoothing only.pdf

Proposal

9/2/2022 3:32:55 PM

Luxor Floors Inc
1155 California Dr. Suite B&C
Burlingame CA 94010
650-393-5886
CA Lic. - 1012957

Proposal #: **6368**
SaleDate: **09/02/2022**
Next Install:
Sales Rep: **Luis Leyte**

SOLD TO:

AIM School District
171 12th Street
Oakland CA
510-220-9985 **Marisol**

SHIPPED TO

6 Portable classrooms AIM
746 Grand Ave,
Oakland CA 94610
510-220-9985

	MATERIALS	QUANTITY		PRICE	TOTAL
1	ID Latitude Wood 6" x 48" Plank Tarkett with Techtonic protection.	6120	SqFt	$5.38	$32,925.60
2	Tarket Adhesive 926-4 Vinyl Flooring Adhesive 4 Gallon-1.00	12	Each	$273.72	$3,284.64
3	Feather Finish 10lb Sd-f Cement Based Underlayment-0.00	36	Each	$40.86	$1,470.96
4	4" Rubber base	640	LnFt	$2.30	$1,472.00
5	595 Non-flam. Cove-0.00	13	Each	$8.86	$115.18
10	1/4 Birch Underlayment 4 x 5	306	Each	$70.28	$21,505.68
11	Commercial discount	1	Each	($8,000.00)	($8,000.00)

	LABOR	QUANTITY		PRICE	TOTAL
6	Demo VCT	5569.5	SqFt	$2.49	$13,868.06
7	LVP and LVT Full Bond Installation	5569.5	SqFt	$4.50	$25,062.75
8	Floor Prep	30	Each	$95.00	$2,850.00
9	Plywood underlayment up to 1/2"	5569.5	SqFt	$2.50	$13,923.75
12	Discount	1	Each	($7,000.00)	($7,000.00)

Comments: 6 Portable classrooms. with new birch plywood underlayment. (recomended option)

To demo and dispose of existing vct floor, sand down plywood subfloor, Install new birch underlayment. Install new glue down lvp with rubber base around perimeter.

SubTotal:	**$101,478.62**
Sales Tax:	**$5,145.47**
****CARE:**	**$0.00**
Total:	**$106,624.09**
Payments:	**$0.00**
Balance:	**$106,624.09**

v.11062017

Proposal

9/2/2022 3:32:17 PM

Luxor Floors Inc
1155 California Dr. Suite B&C
Burlingame CA 94010
650-393-5886
CA Lic. - 1012957

Proposal #: **6370**
SaleDate: **09/02/2022**
Next Install:
Sales Rep: **Luis Leyte**

SOLD TO:

AIM School District
171 12th Street
Oakland CA
510-220-9985 **Marisol**

SHIPPED TO

6 Portable classrooms AIM
746 Grand Ave,
Oakland CA 94610
510-220-9985

	MATERIALS	QUANTITY		PRICE	TOTAL
1	ID Latitude Wood 6" x 48" Plank Tarkett with Techtonic protection.	6120	SqFt	$5.38	$32,925.60
2	Tarket Adhesive 926-4 Vinyl Flooring Adhesive 4 Gallon-1.00	12	Each	$273.72	$3,284.64
3	Feather Finish 10lb Sd-f Cement Based Underlayment-0.00	24	Each	$40.86	$980.64
4	4" Rubber base	640	LnFt	$2.30	$1,472.00
5	595 Non-flam. Cove-0.00	13	Each	$8.86	$115.18
10	1/4 Birch Underlayment 4 x 5	306	Each	$58.57	$17,922.42
11	Commercial discount	1	Each	($10,000.00)	($10,000.00)
13	Ardex P-51 Primer-0.00	18	Each	$98.73	$1,777.14
14	Ardex K-60 Arditex Liq 1 Gal-0.00	266	Each	$31.30	$8,325.80
15	K-60 Arditex Powder 35lb/bg-0.00	266	Each	$62.73	$16,686.18

	LABOR	QUANTITY		PRICE	TOTAL
6	Demo VCT	5569.5	SqFt	$2.49	$13,868.06
7	LVP and LVT Full Bond Installation	5569.5	SqFt	$4.50	$25,062.75
8	Self leveling application up to 1.5"	5569.5	SqFt	$3.50	$19,493.25
9	Plywood underlayment up to 1/2"	5569.5	SqFt	$2.50	$13,923.75
12	Discount	1	Each	($7,500.00)	($7,500.00)

Comments: 6 Portable classrooms. wih new birch plywood underlayment and leveling included.

To demo and dispose of existing vct floor, sand down plywood subfloor, Install new birch underlayment. Install new glue down lvp with rubber base around perimeter.

SubTotal:	**$138,337.41**
Sales Tax:	**$7,165.24**
****CARE:**	**$0.00**
Total:	**$145,502.65**
Payments:	**$0.00**
Balance:	**$145,502.65**

v.11062017

Proposal

9/2/2022 3:33:40 PM

Luxor Floors Inc
1155 California Dr. Suite B&C
Burlingame CA 94010
650-393-5886
CA Lic. - 1012957

Proposal #: **6367**
SaleDate: **09/02/2022**
Next Install:
Sales Rep: **Luis Leyte**

SOLD TO:

AIM School District
171 12th Street
Oakland CA
510-220-9985 **Marisol**

SHIPPED TO

6 Portable classrooms AIM
746 Grand Ave,
Oakland CA 94610
510-220-9985

	MATERIALS	QUANTITY		PRICE	TOTAL
1	ID Latitude Wood 6" x 48" Plank Tarkett with Techtonic protection.	6120	SqFt	$5.38	$32,925.60
2	Tarket Adhesive 926-4 Vinyl Flooring Adhesive 4 Gallon-1.00	12	Each	$273.72	$3,284.64
3	Feather Finish 10lb Sd-f Cement Based Underlayment-0.00	108	Each	$40.86	$4,412.88
4	4" Rubber base	640	LnFt	$2.30	$1,472.00
5	595 Non-flam. Cove-0.00	13	Each	$8.86	$115.18
10	Ardex P-51 Primer-0.00	18	Each	$98.73	$1,777.14
11	Commercial discount	1	Each	($7,000.00)	($7,000.00)
13	Plywood 3/4 in. x 4 ft. x 8 ft.; Actual: 0.709 in. x 48 in. x 96 in.)	3	Each	$80.00	$240.00

	LABOR	QUANTITY		PRICE	TOTAL
6	Demo VCT	5569.5	SqFt	$2.49	$13,868.06
7	LVP and LVT Full Bond Installation	5569.5	SqFt	$4.50	$25,062.75
8	Subfloor Prep - Smoothing Compound Skim Coat Labor	5569	SqFt	$1.25	$6,961.25
9	Subfloor Prep - Seal subfloor - Labor Only	5569	SqFt	$0.50	$2,784.50
12	Discount	1	Each	($6,000.00)	($6,000.00)

Comments: 6 Portable classrooms. smoothing subfloor only.

To demo and dispose of existing vct floor, sand down plywood subfloor, patch where needed with new plywood, prime and smooth out subfloor. Install new glue down lvp with rubber base around perimeter.

SubTotal:	**$79,904.00**
Sales Tax:	**$3,629.68**
****CARE:**	**$0.00**
Total:	**$83,533.68**
Payments:	**$0.00**
Balance:	**$83,533.68**

v.11062017

Coversheet

Special Education Dept. Items

Section:	III. Action Items
Item:	C. Special Education Dept. Items
Purpose:	Vote
Submitted by:	
Related Material:	MOU for Contracted Psych Assessment September 2022.docx.pdf Ascend Rehab Services DRAFT Contract 2022.docx.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered between Jack Stanley Correia("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 psychoeducational assessments/ evaluations for 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 services or assessments.

Whereas, Service Provider is willing to contract with Charter to provide psychoeducational evaluations to students enrolled in Charter;

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's personnel to provide psychoeducational evaluations.

2. MOU Must be Renewed Annually

This MOU shall be in effect for the period beginning on September 19, 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 September 19, 2022 to June 30, 2023. On or before May 30, 2023, Charter shall submit a written request for renewal of the contract to the 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 full psychoeducational evaluations, including a written report, and presentation of that report at an IEP meeting.

The services may be modified by mutual agreement of the Parties. All services will be provided at the school site unless otherwise agreed to by the Parties. The Parties will mutually develop a schedule specifying the time, day that Service Provider is available to complete the above listed activities.

5. Rate Schedule

The Parties agree that the services set forth in **Section 4** shall be billed as follows:

-Standard processing and intellectual assessment $ 3,000
-Academic assessments $1000

6. Service Provider's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Service Provider shall have the following responsibilities:

a. Ensure that staff members conducting the psychoeducational evaluation will assist with the drafting of proposed goals and objectives for review and approval by the Student's IEP team;

b. Notify Charter if it has reason to believe/ recommend that any Student who is being evaluated requires additional evaluation, change of placement or services, prior to an IEP team meeting;

c. Ensure that staff members conducting assessments are available to attend IEP meetings or other meetings regarding Student;

d. Ensure that all staff working with Student possess appropriate and current credentials and certifications; and

e. Be responsible for all employee related issues and discipline.

7. Charter's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Charter shall have the following responsibilities:

a. Provide Service Provider with copies of all relevant student records including but not limited to Student's current IEP, most recent assessments, ELPAC scores, schoolwide assessments such as I ready, and any additional information necessary to complete the assessment.

b. Provide at least 50 days of notice by sending a signed assessment plan to Service Provider via email;

c. Schedule, convene, and conduct, all IEP meetings for Student; and

d. Provide timely notice to Service Provider when there is a change in Student's enrollment status at Charter, and/ or if Student has been suspended or expelled.

8. 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 pursuant to **Section 11** of this MOU.

9. Student 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 modifying its staffing and/or caseloads in order to provide psychoeducational evaluations to students.

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

10. 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.

11. Charter Solely Responsible For Providing FAPE to Student

The Parties agree that the Charter remains the LEA responsible for ensuring that Student receives FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the Student is receiving related services from Service Provider pursuant to this MOU. The Parties further agree that Service Provider, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code, section 56369. The

Parties also agree that this MOU does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to Service Provider.

12. 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.

13. 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.

14. 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.

15. 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.

16. **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.

17. Credentials, Licenses and Other Qualifications

Service Provider shall provide all psychoeducational evaluations under this MOU using appropriately qualified staff. Service Provider shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

18. 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.

19. **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: _____
Deborah Woods, Director of Special Education
For AIMS K-12 College Prep Charter School District

Dated: _____ By: _____
Jack Stanley Correia
School Psychologist Service Provider

2022-2023	**CONTRACT NUMBER:**
LOCAL EDUCATION AGENCY:	AIMS College Prep Charter District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Ascend Rehab Services, Inc

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on August 29, 2022, between AIMS K12 College Prep Charter, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Ascend Rehab Services Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students

enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained

as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6.

CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

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E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The

Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may

constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as

art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed

authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is

present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day,

President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include

IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency

procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to

address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule

IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC.

CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and

related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core

compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development • The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials,

permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The

adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in

medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance

with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing

during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in

accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over

billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 29th day of August, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR **LEA**

_____ _____

Nonpublic School/Agency **LEA Name**

By: _____ **By:**_____

Signature **Date** **Signature** **Date**

_____ _____

Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**
	Additional LEA Notification (Required if completed)
	Name and Title
	Address
	City **State** **Zip**
	Phone **Fax**
	Email

EXHIBIT A: 2022-2023 RATES

Ascend
PEDIATRICS · SCHOOL
HOME-BASED · CLINIC

29516 Kohoutek Way,
Union City, CA 94587
Phone: (510) 441-8240
Fax: (510) 441-2450
Email: payal@ascendrehabinc.com

Ascend Rehab Services, Inc.
School-Based Occupational Therapy and Speech Therapy.

Our local therapists provide services to multiple public school sites, charter schools, IEE, ESY at various Northern California and Southern California locations.

Our Goal:
We work with the IEP team to enable children to access and participate in a curriculum suitable to their current level of functioning and abilities. We offer appropriate and thorough initial evaluations, tri-annual assessments, individual sessions, group therapy & consults.
Also, we aim to empower aides, teachers, school staff with regular 'staff training' on a range of topics using the educational model.

Why Ascend is different from other Agencies?

1. Ascend offers *seminars/workshops and CEUs* at no cost to district staff.
2. Ascend offers a unique classroom-based therapy, collaborative team teaching, and response to Intervention programs.
3. Ascend provides all *therapy/evaluation materials*. In addition, Ascend therapists receive an annual budget to order caseload-specific materials.
4. Ascend provides a great *Clinical Mentoring Program* for all the CFs and SLPs. 5. Ascend therapists and staff has *flexibility and adaptability to* help to meet a district's need to provide a specific service that results in the best possible educational outcomes for students.

Contract Options:
We have therapists that are available for;

- o Full-time position or Part-time position
- o Maternity leave coverage or long term
- o Short-term coverage
- o ESY needs or IEE assessments

School Rate (calculated for 8 hours per day):

- Speech-Language Pathologist (SLP) (Virtual) Rate: $85/hour
- Instructional Aide (IA): $40/hour

Coversheet

Academics and Data Dept. Items

Section:	III. Action Items
Item:	D. Academics and Data Dept. Items
Purpose:	Vote
Submitted by:	
Related Material:	Title III MOU 21-22 Addendum_ Revised funding allocation (1).pdf Title III MOU 2022-2023.pdf

Title III MOU Addendum: Revised funding allocation for unusable item

Whereas the $22,697 allocated for reimbursement of ELD Aide salary could not be spent for the 21-22 school year due to the position being vacant, the below is a revised allocation of these funds.

APPROVED BY AIPCS II HOS ON 5/5/22
APPROVED BY AIPCS II SSC ON 6/8/22
APPROVED BY AIPCS II ELAC ON 7/21/22

Program/Service/Product	Approximate Cost	Delivery Date	Provided By
Purchase of 17 EWA English language learning software subscriptions for Spanish and Chinese speaking Newcomer/Level 1 students	$493 AIPCS II	8/15/2022	Business office
Purchase 25 K-8 ELD dept. iPads for use with EWA and Rosetta Stone	$8740 AIPCS II	8/15/2022	Business office
Purchase/reimburse supplies for “Language Club” (student group with ESL parent component): binders, event supplies, realia, furniture, food gift certificates	$5,228 AIPCS II	8/15/2022	Business office
Purchase 2000 minutes of on-demand LanguageLine interpreting	$7984 AIPCS II	8/15/2022	Business office

California Department of Education May 2021

Memorandum of Understanding

Elementary and Secondary Education Act, Title III, Part A,

English Learner Student Program Subgrant Consortium

Memorandum of Understanding, 2022-2023 School Year

This Memorandum of Understanding represents the agreed-upon program, services and products to be provided to English learner (EL) students in the AIMS K12 College Prep District during the **2022-2023** school year. The AIMS K12 College Prep will act as lead local educational agency (LEA) and member. The consortium shall be named the AIMS K12 College Prep.

The AIMS K-12 will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports, maintain fiscal records, and is the only agency entitled to up to two percent of the total consortium allocation for direct administrative costs. The Consortium will plan to expend all Title III funds during the 2022-2023 grant year. AIMS K12 College Prep must continue to serve as the fiscal agent for the Consortium for the duration of the 27-month grant period or until all the funds are expended, whichever comes first. After that time, the California Department of Education (CDE) will bill the AIMS K12 College Prep for any remaining balance.

According to the 2022-2023 California Longitudinal Pupil Achievement Data System information submitted by the Members to the CDE, the Consortium collectively enrolled 357 EL students, which results in a subgrant amount of approximately ***$44,660.70***. In its role as the lead LEA, the AIMS K12 College Prep will support a total amount of programs, services, and products as indicated below:

Program/Service/Product	Approximate Cost	Delivery Date	Provided By
Reimburse purchase of bilingual dictionaries in Tigrinya, Amharic, Mongolian, and Vietnamese	$87.70 AIPCS	9/30/2022	ELD Coordinator, Business Office
ELD consultants ($5000 earmarked for ELPAC consultant)	$12,000.00 AIPCS	2/1/2023	ELD Coordinator, Business Office
Rosetta Stone (50 licenses) Language Line (2000 minutes) Supplementary programs/field trips for ELs	$5345.00 $7984.00 $9328.84 AIPCS II	9/30/22	ELD Coordinator, Business Office
Language Lounge Student Program and Adult ESL Supplies	$2,776.16 AIPCS II	1/31/23	ELD Coordinator, Business Office
IXL license renewal for ELs	$599.00 AIMS HS	7/22/22	School administrators
Newsela teacher license renewal for ELs	$1,475.00 AIMS HS	7/22/22	School administrators
Datawork-ELD Curriculum renewal for ELs	$125.00 AIMS HS	7/22/22	School administrators
Supplemental ELD Curriculum	$1,940.00 AIMS HS	7/22/22	School administrators
Total Consortium Grant allocation	**$44,660.70**	N/A	N/A

In addition to the above services and products, the AIMS K12 College Prep will coordinate regular meetings for the purpose of assessing the needs of the consortium.

Also, the AIMS K12 College Prep will be responsible for completing and submitting the Title III Annual Report and any other required report to the CDE. The signature of each LEA representative indicates that the consortium has met and conferred and that members are in agreement to everything stated.