AIMS K-12 College Prep Charter District

Finance Committee Meeting

Date and Time

Tuesday June 27, 2023 at 4:30 PM PDT

Location

171 12th Street, Oakland, CA 94607

Members of the public, staff, and faculty may join virtually at:
Join Zoom Meeting
https://us02web.zoom.us/j/81397467941?pwd=KzVHbDliZFdETjJEbnQxUmdsTFZDQT09

Meeting ID: 813 9746 7941
Passcode: 596846
One tap mobile
+16699006833,,81397467941#,,,,*596846# US (San Jose)
+16694449171,,81397467941#,,,,*596846# US

Dial by your location
+1 669 900 6833 US (San Jose)
+1 669 444 9171 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US

+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 931 3860 US
+1 689 278 1000 US
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
Meeting ID: 813 9746 7941
Passcode: 596846

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

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**4:30 PM**
	A. Record Attendance		Barbara Pemberton	1 m
	B. Call the Meeting to Order		Director Edington	1 m
II.	**Public Comment**			**4:32 PM**
	A. Public Comment on Agenda Items	Discuss	Barbara Pemberton	5 m
	B. Public Comment On Non-Agenda Items	Discuss	Barbara Pemberton	5 m
III.	**Action Items**			**4:42 PM**
	A. Board On Track 2023-24 Renewal Agreement Board on Track Renewal	Vote	Maya Woods-Cadiz	5 m
	B. Purchase of Student Polos	Vote		

		Purpose	Presenter	Time
C.	Finance Committee Consultant Contract	Vote		
D.	Bay City Mechanical Ventilation Assessment Agreement (AIMS MS/AIPCS II)	Vote	Marisol Magana	2 m
E.	CPR/First Aid	Vote	Marisol Magana	2 m
F.	Enroll Oak MOU	Vote	Marisol Magana	2 m
G.	BACR Contract Agreement (AIMS MS and AIPCS II)	Vote	Marisol Magana	2 m
H.	Vector Contract	Vote		
I.	Mealtime Contract	Vote		
J.	KIT Funding Report	Vote		
K.	Compensation Guidelines	Vote		
L.	Proposal for Kitchen Buildout			

IV. Closed Session — 4:55 PM

A. Public Comment on Closed Session Items — 10 m

1 minute per speaker

B. Closed Session — 30 m

Closed Session Items:
1. Conference with Real Property Negotiations (Gov. Code Section 54956.9)
2. Conference with Legal Counsel- Anticipated Litigation (Gov. Code Section 54956.9)
3. Employee Matters
4. Student Discipline Matter

V. Closing Items — 5:35 PM

A.	Adjourn Meeting	Vote		2 m
B.	NOTICES	FYI	Barbara Pemberton	

	Purpose	Presenter	Time

The next regular meeting of the Board of Directors is scheduled to be held in July 2023 by 5:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, it's programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Barbara Pemberton, posted this agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, June 24, 2023, before 4:30 PM.
Certification of Posting

Coversheet

Board On Track 2023-24 Renewal Agreement

Section:	III. Action Items
Item:	A. Board On Track 2023-24 Renewal Agreement
Purpose:	Vote
Submitted by:	
Related Material:	Board On Track Renewal 2023-2024.pdf

BoardOnTrack
BY TRANSACT

Renewal Membership Agreement: 2023 - 2024

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	AIMS K-12 College Prep Charter District
Billing Address	171 12th Street Oakland, CA 94607-2714
Billing Contact Name	Katema Ballentine
Billing Contact Role	Director of Business Operations & Services
Billing Contact Email Address	katema.ballentine@aimsk12.org
Billing Contact Phone Number	(510) 893-8701

Invoice Will Be Sent To:	**katema.ballentine@aimsk12.org**

Membership Terms

Renewal Start Date	07 / 01 / 2023
Membership Package	Acceleration
Membership Term	1 year
Membership Fee	$12,000.00

By signing this agreement, AIMS K-12 College Prep Charter District agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____

Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available here. I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form here.

Coversheet

Purchase of Student Polos

Section: III. Action Items
Item: B. Purchase of Student Polos
Purpose: Vote
Submitted by:
Related Material: AIMS HS Student Polos.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Student Polo Shirts

Presented By: Maurice Williams

Staff Recommendation:

It is recommended that AIMS approve the purchase of student polo shirts for student uniforms for the 2022-23 academic school year.

Committee Approval: Finance Committee

Total Associated Cost: 29047.58

Included in Budget? Yes

Funding Source: General Funds - LCAP Goal 2.3

Over/Under Budget? Under

Amount Over/Under Budget? N/A

Included in LCAP? Yes

Which LCAP?

2022-23 LCAP Goal 2.3

1018 Elm Hill Pike
Nashville, TN 37210
(615) 499-4228

SOMETHINGINKED.COM

INVOICE

Date	02/03/23
Number	3025536
Your P.O.	AIMS - Uniform Polos
Ship Date	12/08/22 3025536
Carrier	
Rep	
Terms	Net 30 Days

SOLD TO:
AIMSCHOOLS
AIMS College Prep High School
746 Grand Avenue
Oakland CA 94610

Quantity	Unit	Item	Description	Unit Price	Extension
775		CUSTOM POLO	AIMS POLO - WHITE ST640 - XSM- 3XL 40 // 280 // 280 // 120 // 40 // 10 // 5	12.50	9687.50
775		CUSTOM POLO	AIMS POLO - NAVY ST550 - XSM-3XL 40 // 280 // 280 // 120 // 40 // 10 // 5	12.50	9687.50
87		CUSTOM POLO	AIMS POLO - RED ST640 - XS-3XL 10 // 20 // 20 // 20 // 10 // 5 // 2	12.50	1087.50
2413		PATCH	PATCH - AIMS HS	2.00	4826.00

DELIVERED TO:
AIMSCHOOLS
AIMS College Prep High School
746 Grand Avenue
Oakland CA 94610

SUB TOTAL	25288.50
TAX	2367.63
SHIPPING	1391.45
TOTAL DUE	29047.58
BALANCE DUE	29047.58

Thank you for your order! Please remit payment to the following address and make your check payable to:

Something Inked
1018 Elm Hill Pike
Nashville, TN 37210

Goal 2

Goal #	Description
[Goal #2]	**Instruction, Development, and Support:** Provide high quality classroom instruction from appropriately credentialed teachers and staff, that promotes college and career readiness with academic interventions and professional development to eliminate barriers to student success.

An explanation of why the LEA has developed this goal.

Since the 2019-20 academic school year, AIMS HS has shifted towards a significant need in increasing teacher retention, by increasing the salary scale from 5-10 years, providing a $5K per year renewable bonus for all teachers that remain the entire school year, AP performance bonuses, new evaluation processes, and various teacher awards and incentives. However, due to continued increased COVID related teacher vacancies, AIMS HS has increased the teacher retention bonus to $7K per annum and has increased department chair stipends to $3K per year. As part of our model, AIMS caters to the holistic needs of students by fully-funding all relevant and necessary instructional materials for students, school uniforms, and supplemental resources. Together, these two elements will help students, teachers, staff, and administrators thrive.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately credentialed and assigned teachers	85% of teachers will be credentialed during the school year	47.6% of teachers were fully credentialed			100% of teachers are appropriately credentialed and assigned.
Teacher misassignment	15% of teacher misassignment	31% teacher misassignment (End of Year)			0% of teacher misassignment

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student access to instructional materials and supplies	100% of students have access to board adopted materials and instructional supplies	100% of students have access to board adopted materials and instructional supplies			100% of students have access to board adopted materials and instructional supplies
Professional Development Attendance	At least 80% of the staff will attend professional development when it occurs	At least 92% of staff attended professional development			At least 90% of the staff will attend professional development when it occurs

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Administrative Staff (LCFF)	The Head of School, Head of Division for Academics, and Academic Dean will run the day to day operations of AIMS College Prep High School (AIMS HS).	$421,567	**[N]**
2.2	Teachers, Substitutes, and Teacher Incentives (LCFF, UR Lottery, EPA, FedSPED, State SPED)	Appropriately assigned, trained, and credentialed Teachers (including SPED and ELD) and will provide high quality instruction to all students using AIMS practices and data driven strategies. Substitute teachers will also provide temporary classroom coverage for absent teachers. AIMS HS will also provide teacher bonuses and incentives for Hard to Fill Positions, Math / Science teachers, AP performance bonuses, and CAASPP student performances.	$1,923,530	**[Y]**
2.3	School Supplies, Uniforms, and Instructional Materials (LCFF, One Time Grant, Title I, ESSER III)	The school will provide all necessary resources and components to support student learning, including school supplies, COVID masks, uniforms, jackets, science lab, and other instructional materials.	$177,105	**[N]**
2.4	Professional Development and Coaching (LCFF, Title II, EEBG, ESSER III)	Ongoing professional development and learning opportunities and resources for teachers will enhance their skills to improve student outcomes. In addition, Integrated and Designated ELD PD will support	$122,754	**[Y]**

Coversheet

Finance Committee Consultant Contract

Section: III. Action Items
Item: C. Finance Committee Consultant Contract
Purpose: Vote
Submitted by:
Related Material: AR 2023 Consulting Contract Board Submittal.pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Special Education Consultant Contract for AIPCS II, AIMS Middle and High School

Presented By: Deborah Woods

Staff Recommendation:

Staff recommends the Board approves Special Education Consultant contract for consulting and training services and psychological, FBAs, ERMHS and academic asseements for 2023-2024 school year.

Committee Approval:

Total Associated Cost: 17,200

Included in Budget? Yes

Funding Source: State and Federal

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2023-2024

MEMORANDUM OF UNDERSTANDING

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

1. **Purpose of MOU**

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

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

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

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

2. **MOU Must be Renewed Annually**

This MOU shall be in effect for the period beginning July 1, 2023 to June 30, 2024. 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 July 1, 2023, to June 30, 2024. On or before May 30, 2024 Charter shall submit a written request for renewal of the contract to Service Provider.

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

4. Scope of Services

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

Timeline	Activity
Weekly 7/1/23 to 6/30/24	Consult- Meetings with SPED Director
Beginning of the 23-24 school year PD schedule TBD	Consult- Assistance with presentations for SPED and/ or GE team
Possible dependent on hiring of intern PPS- 7/1/23 to 6/30/24	Consult- Supervision of PPS School Psychologist Intern
As needed throughout the 23-24 SY	Assessment- Psychological Assessments, FBAs, ERMHS, and Academic Assessments

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

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

5. Rate Schedule

The Parties agree that the CONSULT services set forth in **Section 4** shall be billed at $100/ hour and the ASSESSMENT services set forth shall be billed at $150/ hour.

6. Payment for Services

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

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

between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination of this MOU.

7. Staff Absences

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

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

8. Termination

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

9. Service Provider and Charter Are Independent Contractors

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

10. Non-Exclusive Agreement

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

11. Indemnification and Hold Harmless

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

12. Responsibility for Litigation Costs

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

13. Meet and Confer

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

14. Severability/Waiver

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

15. Execution of MOU Electronically and In Counterparts

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

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

Dated: _____ By: _____
Superintendent Maya Woods
For AIMS K-12 College Prep Charter School District

Dated: 5/17/23 By: Alison Rose
Alison Rose
Service Provider

Coversheet

Bay City Mechanical Ventilation Assessment Agreement (AIMS MS/AIPCS II)

Section: III. Action Items
Item: D. Bay City Mechanical Ventilation Assessment Agreement (AIMS MS/AIPCS II)
Purpose: Vote
Submitted by:
Related Material: Bay City Mech - AIPCS II (Finance & Board).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Bay City Mechanical Ventilation Assessment for American Indian Public Charter Sc

Presented By: Marisol Magana

Staff Recommendation:

Bay City Mechanical Ventilation Assessment under AB-841 Cal-Shape stimulus grant American Indian Public Charter School II. This agreement was previously approved but we had to switch vendors. Staff recommends that this agreement be approved.

American Indian Public Charter School II - $63,228

Committee Approval: Yes Finance Committee

Total Associated Cost: $63,228

Included in Budget? N/A

Funding Source: AB-841 Cal-Shape stimulus grant

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

BAY CITY MECHANICAL SERVICE, LLC

870 Harbor Way South
Richmond, CA 94806

License Number : 1035982

www.baycitymech.com

March 31, 2023

Aims College Prep Middle School
171 12th Street
Oakland, CA 94607

Attention: James E Richmond and Maya Woods

Project Name: Assessment Maintenance, Filter, Monitor

Location: Aims College Prep 2

Bid ID: JP-2023-64

Thank you for the opportunity to become involved in this project. BCM proposes to provide construction services for the mechanical systems serving the above referenced project. The following proposal is based on the following:

Scope of Work Description:

- Conduct an Assessment and maintenance of the existing equipment, Conduct a survey of the Hvac equipment to identify any issues with the equipment, potential health hazards. Take air readings and amps of the equipment to determine if the proper amount of airflow is being delivered to the conditioned spaces.(Using Calshape Hvac Assessment Report Worksheet)
- 16 classrooms will be equipped with C02 monitors. CO2 monitors shall: -Be plugged-in and mounted to the wall between 3 – 6 feet above the floor and at least 5 feet away from the door and operable windows. -Display the CO2 readings to the occupants through a display on the device or other means such as a web-based application or cell-phone application. -Notify the building operator through visual indicator on the monitor (e.g. indicator light) or other alert such as e-mail, text, or cell phone application, when the CO2 levels have exceeded 1,100 ppm. -Maintain a record of previous data which includes at least the maximum CO2 concentration measured. -Have a range of 400 ppm to 2000 ppm or greater. -Be certified by the manufacturer to be accurate within 75 ppm at 1,000 ppm CO2 concentration and is certified by the manufacturer to require calibration no more frequently than once every five years.
- Furnish and install new filters up to 32 for the Hvac system (Merv 13 if the equipment can allow, Merv 8 as an alternate option.
- Perform contingency survey and make recommendations on repairs within the contingency allowed budget.

Clarifications:

- Upon approval of work Bay City Mechanical will invoice for 50% of the total job cost.
- James E Richmond will upload all paperwork to Calshape
- All work will take place during regular business hours.

Exclusions:

- Modifications, upgrades, or repairs not stated above.
- Addressing existing system issues or limitations.
- Structural upgrades.
- Permits.
- Overtime Labor
- DDC controls scope.
- FLS scopes other than listed in base scope.
- Third party Special Inspections for anchoring & welding.
- Correction and troubleshooting of pre-existing problems or code violations.
- Any Temporary or supplemental ventilation, heating, and air conditioning
- Abatement.
- Anything other than what is stated above

We propose to furnish materials and labor – complete in accordance with the above specifications, for the sum of:

Item	*Description*	*Total Sum*	*Initial*
Base	Assessment Maintenance, Filter, Monitor	**63,228**	

Thank you for the opportunity to present this proposal for your consideration. We specialize in retrofit construction work, predominately performed in occupied buildings. We have studied this project and have the resources to successfully execute this scope. We are looking forward to collaborating with you and your team on this project.

Sincerely,

BAY CITY MECHANICAL

Jose Padilla

Jose Padilla
Service Manager

If there are any questions or if you would like to further discuss the value I am providing, please do not hesitate to call my mobile @
Bay City Mechanical Services LLC. is a union contractor and operates under **California License No. 1035982,** classifications C20, C43, C4 & C32**.**

Approved By:

Signature Date

Print Name / Title

$

Approved Project Amount

This proposal is effective from the date noted above and will expire if not accepted within 30 days of proposal submission. Acceptance beyond the 30 days will be at the sole discretion of Bay City Mechanical, LLC.

Coversheet

CPR/First Aid

Section: III. Action Items
Item: E. CPR/First Aid
Purpose: Vote
Submitted by:
Related Material: CPR_1st Aid Packet (Finance & Board).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: CPR/First Aid Training

Presented By: Marisol Magana

Staff Recommendation:

The cost for 100 people to be trained in Adult and Pediatric First Aid/CPR/AED is $13068**; each additional person would cost $128. This total cost includes our $268 onsite delivery fee for one training class; any additional training classes would incur $268 fee per class. The length of the class is 5 hours.

Staff recommends that this quote be approved.

Committee Approval: Yes Finance Committee

Total Associated Cost: 13068

Included in Budget? Yes

Funding Source: ESSER III/LCFF

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? No

Which LCAP?

Marisol Magana <marisol.magana@aimsk12.org>

AMERICAN RED CROSS TRAINING QUOTE - Account: AIMS K-12 College Prep Charter District

1 message

Kimberly Carroll <kimberly.carroll@redcross.org> Wed, Jun 21, 2023 at 11:24 AM
To: "marisol.magana@aimsk12.org" <marisol.magana@aimsk12.org>

AMERICAN RED CROSS

Dear Marisol Magana,

Thank you for your interest in the American Red Cross for your training needs.

- **First Aid and CPR/AED** trains you to respond to breathing and cardiac emergencies, injuries and sudden illness.
- **CPR/AED** trains you to respond to cardiac and breathing emergencies.
- **First Aid** trains you to identify and respond to common sudden illnesses such as seizures, strokes, allergic reactions, poisoning and diabetic emergencies.

All training classes include the following:

- 2-year certifications
- Free digital training material
- Free digital certificates for your employees

With our **Full Service training ,** an American Red Cross Instructor comes to your facility to train your employees on a mutually agreed upon date and time.

billing minimum of 8 participants per class session

Here is the quote for your training, which is valid for 60 days*:

The cost for 100 people to be trained in ***Adult and Pediatric First Aid/CPR/AED*** is $13068**; each additional person would cost $128. This total cost includes our $268 onsite delivery fee for one training class; any additional training classes would incur $268 fee per class. The length of the class is 5 hours.

*Some exclusions may apply

**The Red Cross is required by law to collect sales tax in some states and jurisdictions for training and fees. For customers with tax exempt status, please click here to upload required documentation.

By scheduling Full Service training with a Red Cross representative, you agree to the terms and conditions associated with our Full Service training, including our cancellation and rescheduling policies, which are included in Red Cross's Full Service Training Agreement.

Please call me at **(800) 567-1474 Ext. 134001** if you have any questions.

If you are ready to select a training date, please call me or simply reply to this email with "Yes, I want to schedule this training" and we will get the process moving forward today!

Thanks again,
Kimberly Carroll
American Red Cross Business Sales Group
(800) 567-1474 Ext. 134001
kimberly.carroll@redcross.org

Account: AIMS K-12 College Prep Charter District

Marisol Magana <marisol.magana@aimsk12.org>

AMERICAN RED CROSS TRAINING QUOTE - Account: AIMS K-12 College Prep Charter District - Blended Learning

1 message

Kimberly Carroll <kimberly.carroll@redcross.org> Wed, Jun 21, 2023 at 11:19 AM
To: "marisol.magana@aimsk12.org" <marisol.magana@aimsk12.org>

American Red Cross
Training Services

Dear Marisol Magana,

Thank you for your interest in the American Red Cross for your training needs.

- **First Aid and CPR/AED** trains you to respond to breathing and cardiac emergencies, injuries and sudden illness.
- **CPR/AED** trains you to respond to cardiac and breathing emergencies.
- **First Aid** trains you to identify and respond to common sudden illnesses such as seizures, strokes, allergic reactions, poisoning and diabetic emergencies.

All training classes include the following:

- 2-year certifications
- Free digital training material
- Free digital certificates for your employees

With our **Full Service Blended Learning training course** , you will schedule a date on the calendar for an American Red Cross Instructor to come to your facility to complete a skills check with your employees on a mutually agreed upon date and time and then you will receive the link for your team to complete the online training. The online content needs to be completed prior to your skills session.

billing minimum of 8 participants per class session*

Here is the quote for your training, which is valid for 60 days*:

The cost for 100 people to be trained in **Adult and Pediatric First Aid/CPR/AED** is $13,068**; each additional person would cost $128. This total cost includes our $268 onsite delivery fee for one training class; any additional training classes would incur $268 fee per class.*** Class time is 3 hours and 51 minute self-paced web-based learning followed by a 2 hour and 15 minute in-classroom skills session

*Some exclusions may apply

**The Red Cross is required by law to collect sales tax in some states and jurisdictions for training and fees. For customers with tax exempt status, please click here to upload required documentation.

***With Blended Learning, customers can schedule up to three consecutive training classes on the same day at the same location and will incur only one $268 onsite training fee.

By scheduling Full Service training with a Red Cross representative, you agree to the terms and conditions associated with our Full Service training, including our cancellation and rescheduling policies, which are included in Red Cross's Full Service Training Agreement.

Please call me at **(800) 567-1474 Ext. 134001** if you have any questions.

If you are ready to select a training date, please call me or simply reply to this email with "Yes, I want to schedule this training" and we will get the process moving forward today!

Thanks again,
Kimberly Carroll
American Red Cross Business Sales Group
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Account: AIMS K-12 College Prep Charter District

Coversheet

Enroll Oak MOU

Section: III. Action Items
Item: F. Enroll Oak MOU
Purpose: Vote
Submitted by:
Related Material: Oakland Enrolls Packet (Finance & Board).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Oakland Enrolls MOU

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that AIMS K-12 approve Oakland Enrolls MOU to support with common application and base support.

Each school will pay for $4600 for the common application and $6870 for baseline support, for a total of $11470 per school.

Committee Approval: Yes Finance Committee

Total Associated Cost: 34410

Included in Budget? Yes

Funding Source: General Funds

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2023-2024 LCAP

Oakland Enrolls	**OAKLAND ENROLLS MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING CHARTER PARTNERS (2023-2024 School Year)**

This **Memorandum of Understanding** ("**MOU**") is entered into by American Indian Model Schools ("**Charter Partner**") and Oakland Enrolls, a California Nonprofit Public Benefit Corporation, effective August 1, 2023 ("**Effective Date**") Charter Partner and Oakland Enrolls are sometimes referred to in this MOU individually as "**Party**" and together as "**Parties.**"

BACKGROUND

Oakland Enrolls is responsible for the Oakland Enrolls common charter application. Prior to the Oakland Enrolls common charter application, a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process. The Oakland Enrolls common charter application aims to address this problem, in collaboration with schools and other stakeholders, by providing a simplified enrollment process, where families can use a single platform to fill out one application for charter schools, applying to multiple schools at once. Charter Partner wishes to participate in this Oakland Enrolls common charter application, in order to enhance school choice, make the process for families easier, and share data to gain more insight into application and enrollment trends in Oakland. Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

RIGHTS AND RESPONSIBILITIES

1. Description of Oakland Enrolls common charter application.

a. ***Timeline*** – Charter Partners participating in the city-wide charter enrollment system will follow the following timeline for the 2023 - 2024 School Year ("**SY**"), in service of preparing for the 2024 - 2025 enrollment year. The timeline is subject to change at the discretion of Oakland Enrolls, and Charter Partner will be required to follow any changes implemented by Oakland Enrolls:

- September 29, 2023 – Review and finalize lottery preferences for SY 2024-2025
- November 13, 2023 – On-Time application launch for SY 2024-2025
- December 8, 2023 - Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2023
- January 2024 – Lottery verification
- February 16, 2024 – On-Time applications due
- February 20, 2024 – Late applications launch
- March 4-6, 2024 – Schools run lotteries, offers remain in Pre-Offer status
- March 7, 2024 – All offers made public by Oakland Enrolls
- March 21, 2024 – On-Time lottery confirmation deadline

- March 22, 2024 – Bulk rescind of On-Time lottery offers by Oakland Enrolls
- May 23, 2025 – Application closes for all schools (best guess date)

b. ***Key System Functionalities of Charter Enrollment Program***

i. *Multiple Languages*: the common application is available in five languages (English, Spanish, Chinese, Arabic, Vietnamese) .

ii. *School Offer and Acceptances:* A family is only allowed to accept one offer per student in the common charter application system.

iii. *On-Time Lottery Offer Launch:* All Charter Partners will publicize On-Time lottery offers to families on the same date via Oakland Enrolls.

iv. *On-Time Lottery Offer Rescind:* Oakland Enrolls will automatically rescind any outstanding On Time lottery offers on the same date, March 22, 2024. Oakland Enrolls' standard messaging gives families 10 business days to accept an offer, but schools may choose to use their own messaging and timeline..

c. ***Data Sharing Features*** – The Oakland Enrolls common charter application involves and requires data sharing related to applications, enrollments, transfers, waitlists, and accepted offers, as follows:

i. By the start of December 2023, Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2023;

ii. Oakland Enrolls will use the CALPADS data to assess the full enrollment pipeline, subgroups enrollment information, and pipeline attrition. Oakland Enrolls agrees to handle this data in accordance with the terms set out in **Appendix C**.

iii. Oakland Enrolls will share the CALPADS data with third parties for research purposes.

iv. Shared data will also be used for joint marketing, communications, and outreach activities by the Parties and Oakland Enrolls' individual marketing and outreach activities, and community partnerships, in accordance with applicable law.

v. Select data may be shared with OUSD and/or research partners as part of Community of Schools work and/or to enhance the family experience.

vi. Charter Partner represents and warrants that in assigning the applicable Student Profile Data to and sharing information with Oakland Enrolls including, but not limited to (Confidential Information as defined in **Appendix C**) that Charter Partner is in compliance with the provisions of FERPA, and any amendments thereto. Oakland Enrolls represents and warrants that it is also in compliance with any applicable provisions of FERPA, if any, and any amendments thereto. Furthermore, Charter Partner represents and warrants that it has the requisite consents and is allowed under FERPA, and other applicable laws, to assign Student Profile Data with Oakland Enrolls that Oakland Enrolls would then share with third parties for research purposes. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose or share information in a manner not allowed by state or federal law or regulation.

2. Charter Partner's Commitments.

a. Charter Partner will complete the following Appendixes prior to signing and returning the MOU:
   i. **Appendix A** – Confirmation of Commitments and Services
   ii. **Appendix B** – Key Organization Contacts

b. Oakland Enrolls implements the charter enrollment program, in part, through an online school enrollment platform. To participate in the charter enrollment program, Charter Partner must create a portal and give Oakland Enrolls access to Charter Partner's portal. Charter Partner agrees and understands that in order to maintain the health and efficiency of the common application, Oakland Enrolls will have certain access to data and the permission to alter data on Charter Partner's portal.

c. Charter Partner will be responsible for ensuring that the applications are accurate and updated in accordance with parent and/or legal guardian wishes.

d. Charter Partner will only accept applications to its school(s) through the Oakland Enrolls common charter application. All applicants to Charter Partner's school(s) must submit an Oakland Enrolls common charter application during the On-Time (Open Enrollment) and/or Late (Post Enrollment) Application periods during the common application timeline. Charter Partner will not create or distribute a school-specific application for any grades it serves and will only accept applications per the Oakland Enrolls common application timeline.

e. Charter Partner will provide information to Oakland Enrolls for school choice collateral in a timely fashion and is responsible for updating its editable online school finder profile and attributes as necessary.

f. Charter Partner will use Oakland Enrolls' tools and protocols for lotteries, waitlist management, collecting verification documentation, and communicating offers to families. If the tools provided by Oakland Enrolls cannot accommodate specific lottery configurations, Oakland Enrolls will collaborate with the software vendor and Charter Partner to develop a solution.

g. Charter Partner will not require verification documentation before running any lottery unless approved by Oakland Enrolls.

h. Charter Partner will publicly post on each of its schools' websites links to Oakland Enrolls website and display the common application verbiage and lottery date(s) on or before launch as specified in 1.a.

i. Charter Partner will have the appropriate people in its organization review Oakland Enrolls' training materials, best practices, and checklists. Charter Partner will ensure staff attend training session(s) as required.

j. *Participation Requirements and Estimated Fees*

i. *Required - Enrollment System Requirements*: Charter Partner will purchase the following application modules through Oakland Enrolls for a licensing period of September 1, 2023 through August 31, 2024:
   1. Common Application, Communication, Lottery, Waitlist with a cost of $4,600 per school

ii. *Required - Enrollment System Support Service Tier:* Charter Partner must purchase *ONE* of the following Oakland Enrolls tiered support packages for a period of August 1, 2023 through July 31, 2024. Please see **Appendix E** for a more detailed description of service tiers.
   1. *Baseline Support:* Standard Operations Support, Access to Family Support, Standard Marketing & Recruitment Support, Standard Data & Analysis, Network Benefits, Oakland Enrolls Council Membership. $6,870 per school
   2. *Light Support:* Additional Operations Support, Additional Data & Analysis, Additional Marketing & Recruitment Support, Network Benefits, Oakland Enrolls Council Membership. $9,090 per school
   3. *Intensive Support:* Additional Operations Support, Additional Marketing & Recruitment Support, Additional Data & Analysis, Charter Advocacy, Network Benefits, Oakland Enrolls Council Membership. $18,225 per school

iii. *Optional - Oakland Enrolls additional services*: Charter Partner may opt to purchase the following optional Oakland Enrolls services (dates of service). Please see **Appendix F** for a more detailed description of optional services.
   1. 1:1 Operations Training to onboard and train new school administrators (varies): $4,000 per school
   2. On-Time Applications Operations Support (Nov 2023 – Feb 2024). $4,000 per school
   3. Late Applications Operations Support (Feb – June 2024). $3,500 per school
   4. Custom Outreach & Marketing Plan and Support (Sep 2023 – Apr 2024). $4,000 - $12,000 per school depending on level of service
   5. Graphic Design Support (varies). $5,000 - $8,000 depending on level of service
   6. Custom Data Reports (varies). $4,000 per school
   7. Managing Ongoing Offers (Mar 2024 – Jun 2024). $5,000 per school

iv. *Optional - Enrollment System components*: Charter Partner may opt to purchase additional modules from the software vendor, including registration and re-enrollment modules, if applicable. Oakland Enrolls recommends the module license(s) start/end dates align with the Common Application license:

k. Summary of Roles and Responsibilities

i. Oakland Enrolls has summarized roles and responsibilities for Charter Partner, Oakland Enrolls, and the software vendor to help provide clarity around who is responsible for what. This is not meant to be comprehensive, rather a summary to provide guidance. See **Appendix D**.

l. ***Indemnification*** – Charter Partner agrees that it will defend, indemnify and hold harmless Oakland Enrolls and its officers, directors, employees, and agents (collectively, the "indemnified parties") against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities, including attorneys' fees, to which any Indemnified Party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, breach of this MOU, dishonesty or fraud of or by Charter Partner, its agents, employees or representatives.

m. ***LIMITATION OF LIABILITY.*** CHARTER PARTNER AGREES AND UNDERSTANDS THAT OAKLAND ENROLLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT OAKLAND ENROLLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES. OAKLAND ENROLLS' MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS MOU SHALL BE LIMITED TO THE AMOUNTS PAID BY CHARTER PARTNER TO OAKLAND ENROLLS UNDER THIS MOU.

3. **Oakland Enrolls' Commitments.** In addition to the services described elsewhere in this MOU, Oakland Enrolls commits to the following:

a. Charter Partner's participation in the uniform charter enrollment program will be fully supported by Oakland Enrolls, with training and development of school staff, standard operating procedures, templates and best practices, direct support provided to families, sector-level data analysis, and information sharing including real-time visibility of applications to Charter Partner's school(s).

b. Oakland Enrolls may collaborate with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards a citywide application system.

Oakland Enrolls will continue to explore new policies to enhance the universal enrollment process. In assessing new policies, Oakland Enrolls retains ultimate decision-making authority to decide what policies to implement and how, but it commits to bringing potential policies to the Council for review.

4. Mutual Commitments, Terms and Conditions.

a. ***Term*** – The term of this MOU is from August 1, 2023 to July 31, 2024 ("**Term**"), at which point Oakland Enrolls shall have no obligation or duties to Charter Partner to provide services under this MOU. Charter Partner's obligation to pay any fees due under this MOU shall survive the Term of this MOU. The provisions of section 3(k) and 3(l), all of the provisions of section 4, and any other provision reasonably intended to survive the Term of this MOU will survive the termination or expiration of this MOU.

b. ***Governing Law*** – This MOU is governed by California law, without regard to any conflict of laws rules. Each Party consents to exclusive jurisdiction and venue of state or federal courts located in Oakland, California.

c. ***Assignment*** – Charter Partner may not assign its rights or obligations under this MOU without the express prior written consent of Oakland Enrolls.

d. ***Integration, Modification, Waiver*** – This MOU, and its appendixes, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written relating to Oakland Enrolls and the Oakland Enrolls common charter application. This MOU may be amended or modified only in writing, signed by all Parties. No delay or omission by Oakland Enrolls in exercising any right under this MOU will operate as a waiver of that or any other right provided for in this MOU.

e. ***Counterparts, Electronic Signatures and Delivery*** – This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this MOU by facsimile, electronic mail as an attached file (e.g., pdf), or by any other electronic means (e.g., DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this MOU's validity.

WITH INTENT TO BE BOUND, Charter Partner and Oakland Enrolls, by signature of their authorized representatives, have executed this MOU as of the Effective Date.

Accepted and agreed to by: American Indian Model Schools	Accepted and agreed to by: Oakland Enrolls
Signature: _____	Signature: Lisa Gibes de Gac
Name: _____	Name: Lisa Gibes de Gac
Title: _____	Title: Executive Director

APPENDIX A:

Confirmation of Commitments and Services for

August 1, 2023 through July 31, 2024

Charter Partner will purchase:	Brief Description	Cost Per School
Required Services		
✓ **Yes**	Common charter application with modules: application, communication, lottery, and waitlist. Fee includes enhancements, administration, and translation costs	**$4,600 per school**
Required Enrollment System Support Service Tier: Charter Partner must purchase ONE of the following Oakland Enrolls tiered support packages for a period of August 1, 2023 through July 31, 2024. (see Appendix E for description of services). **Please choose a Tier below by checking the box on the left. We have noted what you Tier you chose last year for your reference.**		
X	Baseline Support *(what you chose last year)*	**$6,870 per school**
☐	Light Support	**$9,090 per school**
☐	Intensive Support	**$18,225 per school**
Optional Services offered by Oakland Enrolls (see Appendix F for description of services). **Please choose a service below by checking the box on the left.** ***Note: the items below are Oakland Enrolls services, not software modules.***		
☐	1:1 Operations Training	**$4,000 per school (varies)**
☐	On-Time Applications Operations Support	**$4,000 per school (Nov 2023 - Feb 2024)**
☐	Late Applications Operations Support	**$3,500 per school (Feb - June 2024)**
☐	Custom Outreach & Marketing Plan and Support	**$4,000 - $12,000 per school (Sep 2023 – Apr 2024)**
☐	Graphic Design Support	**$5,000 - $8,000 per school (varies)**
☐	Custom Data Reports	**$4,000 per school (varies)**
☐	Managing Ongoing Offers	**$5,000 per school (Mar - Jun 2024)**
Total Cost		

AIMS College Prep Elementary formerly known as American Indian Public Charter School II (AIPCS II), AIMS College Prep Middle School formerly known as American Indian Public Charter School (AIPCS), and American Indian Public High School	**# Schools**	3	**TOTAL COST**	$34,410

Accepted and agreed to by: American Indian Model Schools

Signature: _____

Name: _____

Title: _____

APPENDIX B:

Key Systems & Organization Contacts

In the spaces provided below please review, update, and/or identify the key systems and contacts in your organization for each of the following roles. If a staff member serves multiple roles, please enter their name and contact information for each role.

What School Information System (SIS) does your school use?:

PowerSchool

What School Student Registration System (SchoolMint, Aeries, etc) does your school use?:

SchoolMint

Representative for Oakland Enrolls Council: Each Charter Partner should have at least one member on the Oakland Enrolls Council. Ideally, council members have

decision-making authority at their school and are well-informed about enrollment processes and challenges at their organization. Oakland Enrolls expects a council member to attend quarterly meetings to participate in key decision making.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 x.13 C: 510 220-9985

Lottery Configuration Signatory: A person with **the authority to** review and approve final lottery preferences, weightings, and quotas prior to the On-Time launch. For a multi-school organization, please list a lottery configuration signatory for each school.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510 893-8701 x.13 C: 510 220-9985

Special Education information: Each Charter Partner should identify an individual, ideally an individual at each school, who Oakland Enrolls can contact when families have questions about Special Education services.

School(s)	Name	Title	Email	Phone
AIMS All 3	Deborah Woods	Special Education Director	deborah.woods@aimsk12.org	

Website Updates: Each Charter Partner should identify an individual at each school who Oakland Enrolls can contact when website updates are required. This may be a centralized role for a CMO or each school may have individual contacts.

School(s)	Name	Title	Email	Phone
AIMS All 3	Suzen Chu	Communications & Marketing Director	communications@aimsk12.org	

Operations contact(s): Charter Partner may have as many operations contacts as needed, with at least 1 per school. Operations contacts are staff at your organization who deal with applications and enrollment on a regular basis and need to be “in-the-know”. Please clearly identify the lead operations contact for each individual school in your organization (if applicable).

School(s)	Name	Title	Email	Phone
AIMS Elementary	Kevin Ma	Clerk	kevin.ma@aimsk12.org	510-893-8701
AIMS High School	Evelin Palacios	Educational Coun	evelin.palacios@aimsk12.org	510-893-8701
AIMS All 3	Laila Ahmad	Nutrition Service Coordinatoir	laila.ahmad@aimsk12.org	510-893-8701
AIMS All 3	Melanie Brewster	Clerk	melanie.brewster@aimsk12.org	510-893-8701
AIMS All 3	Vinson Ma	Clerk	vinson.ma@aimsk12.org	510-893-8701
AIMS All 3	Mayra Contreras	Administrative Assistant/Registrar	mayra.contreras@aimsk12.org	510-893-8701
AIMS All 3	Alexander Lee	Tech Coordinator	alexander.lee@aimsk12.org	510-893-8701 x19
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510-893-8701 x.13 C: 510-220-9985

Outreach contact(s): Oakland Enrolls wants to ensure we have a clear point of contact at each participating school for outreach activities so we can stay in the loop on school level outreach and ensure staff are aware of Oakland common charter application activities. This may be the same person as previously listed or another person (and may vary

school-to-school). Our goal is to get a better understanding of how much outreach Oakland Enrolls and school partners do throughout the community.

School(s)	Name	Title	Email	Phone
AIMS All 3	Marisol Magana	Operations Director	marisol.magana@aimsk12.org	O: 510-893-8701 x.13 C: 510-220-9985

APPENDIX C:

Policy Regarding Data Shared under the MOU

One of the purposes of the MOU is the sharing of information by Charter Partners with Oakland Enrolls to enable Oakland Enrolls to analyze enrollment data, in a manner that is consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), in order to develop reports regarding application, offer, and acceptance patterns. Oakland Enrolls agrees to abide by the following policies with respect to certain data shared with it under the MOU.

1. In the performance of its services under the MOU, Oakland Enrolls may have access to or receive "Confidential Information," which shall include: (i) student data comprised of (a) directory information, or (b) aggregate and individual level student information, including information that identifies or could reasonably be used to identify a particular student; and (ii) school level data comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular school. Confidential Information does not include any information that (x) is or becomes generally known or available by publication, commercial use or otherwise through no fault of each Party; (y) lawfully obtained by each Party from a third party who has the right to make such disclosure; or (z) is released for publication by another Party in writing.

2. Oakland Enrolls will exercise at least the same degree of care with respect to Confidential Information that it uses with its own data and confidential information, but in no event less than reasonable care, to protect the Confidential Information from unauthorized use or disclosure. For example, Oakland Enrolls agrees to limit internal distribution of Confidential Information only to its employees and agents who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited.

3. When transmitting Confidential Information, Oakland Enrolls will take reasonable steps to ensure that the following things are done:

a. Confidential Information is encrypted prior to transmitting it electronically.
b. Descriptions of the Confidential Information are not included with passwords.
c. Physical copies of Confidential Information are secure under lock and key, or that other sufficient physical access control measures are in place to prevent unauthorized access.
d. Confidential Information stored on portable or removable electronic media, such electronic CDs, DVDs, or flash drives, is encrypted and that such media is stored under lock and key or in another controlled manner to prevent unauthorized access.
e. That workstations and laptops are password protected and that enabling screen locks are activated.

4. Within five business days of becoming aware of an unauthorized use or disclosure of Confidential Information, Oakland Enrolls shall promptly provide an impacted Charter Partner with notice of the unauthorized use or disclosure. In the event of an unauthorized use or disclosure, Oakland Enrolls shall cooperate with a remediation that Charter Partner reasonably determines is necessary to fulfill any reporting obligations required by law and to mitigate any effects of such unauthorized use of disclosure of the Confidential Information, including measures necessary to restore good will with teachers, students, or other stakeholders.

APPENDIX D:

Purpose: Provide guidance on primary and secondary responsibilities around key Oakland Enrolls common charter application activities throughout the school year.

	Oakland Enrolls	Participating Schools	Software Vendor
Gather Info for Application, Lotteries	primary	secondary	
Confirm Lottery Preferences	secondary	primary	
Build Application	secondary		primary
Manage Application, Provide Translations, Provide Messaging	primary	secondary	
Data Clean Up: Duplicates (no data shared with any party aside from school or applying family)**	only (On-Time)	only (Late)	
Support Lottery Setup	secondary		primary
Confirm/Approve Lottery Setup		only	
Run Lottery		only	
Build Registration Packets		primary	secondary
Setup Online Registration		primary	secondary
Manage Online Registration		primary	secondary
Ongoing Operations Support	primary (depending on level)		primary (depending on level)
Product User Training	primary		secondary
SchoolFinder Updates	secondary*	primary	
Outreach: School-specific		only	
Outreach: General process	primary	secondary	

Primary – main party responsible for ensuring completion of the task
Secondary – support the main party with technical support, guidance, implementation support, and/or feedback
Only – sole party responsible for the task
* Oakland Enrolls makes bulk updates to the school finder around key dates and data, schools are responsible for school profile maintenance

** Oakland Enrolls only does Data Cleanup during the On-Time enrollment period

APPENDIX E: OAKLAND ENROLLS TIERED SERVICES REQUIREMENT

Purpose: Describe the tiered services offered by Oakland Enrolls in more detail. Schools must choose one level of support.

Baseline Support	Light Support	Intensive Support
$6,870	$9,090	$18,225
Operations - Operations Scorecard - Access to resource folder - Operations Newsletter - Operations Calendar - Operations Trainings - Creating portal logins for school admins - Standard automatic messaging - Support with troubleshooting, lottery setup, and registration (from software vendor support team only) - Ad hoc data pulls for aggregate student information **Family Support** - *Full-time year-round access to multilingual application support for families by phone, text, and email -* Newcomer student concierge enrollment service **Marketing & Recruitment** - Website language for On-Time & Late application period - *Oakland Enrolls events calendar access - Year-Round Community Outreach & Marketing **Data & Analysis** - OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes **Network Benefits** - Participate in a network that includes over 97% of Oakland's charter schools - Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement - Contributing to a system striving for equity in enrollment practices - Community of support and solidarity in face of shifting political winds - Administrative time and cost saved with enrollment, marketing, and software vendor management **Oakland Enrolls Council Membership** - Voting - Quarterly update meetings - Network-wide enrollment updates - Updates from Oakland Enrolls Executive Director & Team	**Everything in Baseline, PLUS:** **Additional Operations:** - Support with login issues - Help navigating reports/app index - Help navigating communications tab - Help editing student applications - Help managing student profiles - Customized automatic messaging - Support with application portal/vendor troubleshooting (from Oakland Enrolls team) **Additional Data & Analysis** -OE will correct On Time age/grade inconsistent applications by calling all families with age/grade discrepancies, collecting information, making changes and reporting to schools **Marketing/Recruitment:** - Marketing & outreach opportunities - Newsletter with resources and tips - Oakland Enrolls enrollment presentation/workshop to your school/on-site assistance with applications - Will list your school in marketing materials to community partners - *Soft copy enrollment marketing materials for On-Time and Late Application periods - *Transition grade family enrollment packet materials	**Everything in Light, PLUS:** **Additional Marketing/Recruitment** - Hard copy enrollment marketing materials for On-Time and Late Application periods - *1:1 School Outreach & Marketing Training - Creating and translating messages in application portal - *Outreach/marketing translations for school **Additional Data & Analysis** - Summary of On-Time enrollment reports for each school - Pipeline report with applicant trajectory from application to enrollment - OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period -* Applicant referral source data for your school -* Ad-hoc data reports related to Charter School Renewals **Charter Advocacy:** - OE's support in charter advocacy within Oakland

APPENDIX F: OAKLAND ENROLLS OPTIONAL SERVICES

Purpose: Describe the optional services offered by Oakland Enrolls in more detail

1. 1:1 Operations Training to onboard and train new school administrators (varies): $4,000
Oakland Enrolls will provide a series of 1:1 Operations Trainings for new school administrators that include the following:

- Oakland Enrolls overview - policies, context for school, cadence of meetings/communications (30 minutes)
- SchoolMint basics - navigating, application index, etc. (60 minutes)

- Lottery overview - setting up lottery, practice in Sandbox, open seats, validating priorities (60 minutes)
- Making and managing offers - admissions tab (60 minutes)
- Managing registration - SchoolMint registration module (60 minutes)
- Outreach overview - sharing tours, communications in SchoolMint (30 minutes)

Support also includes the following:

- Access to ongoing 1:1 operations support from Oakland Enrolls through June 2024 (call/email/text)
- Check-in calls at key points (lottery launch, registration, etc.) to discuss questions, and ensure comfort and readiness

2. On-Time Applications Operations Support (Nov 2023 - Feb 2024) $4,000
Oakland Enrolls creates an On-Time enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up until the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:

- Confirm application questions in accordance with lottery
- Have the ability to help families apply who walk in to their school
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

3. Late Applications Operations Support (Feb - June 2024) $3,500 per school
Oakland Enrolls creates an Late enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up after the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:

- Have the ability to help families apply who walk in to their school

- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

4. Custom Outreach & Marketing Plan and Support (Sept 2023 - April 2024) $4,000 - $12,000 depending on level of service.
Oakland Enrolls partners with schools to review and develop a custom outreach and marketing plan that schools will execute.

The most intensive version includes:
- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Graphic design support for marketing materials
- Translation services for marketing materials
- Support planning an options fair or other enrollment event at the school
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

The lighter version includes:
- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

Oakland Enrolls will not be marketing or distributing school-specific collateral during our outreach events or to families who come to Oakland Enrolls support center.
Schools would need to:
- Have an outreach point person with whom Oakland Enrolls can work and who can execute the marketing plan
- Conduct their own outreach activities such as attending school options fairs and community events on behalf of the school
- Track their progress toward goals and metrics
- Manage their own websites, social media channels, etc.
- Send/distribute their own communications to families (emails, text messages, mailers, flyers, etc.)
- Pay for all costs associated with running an event (facility, food, materials, technology, childcare, etc.)
- Pay for printing marketing materials that are produced for the school

3. Graphic Design Support (varies) $5,000 - $8,000 depending on level of service.
Oakland Enrolls partners with a graphic design vendor and Charter Partner to aid in Charter Partner's marketing efforts. Detailed packages are available upon request.

4. Custom Data Reports (varies) $4,000
Oakland Enrolls will create custom data reports during On Time enrollment, as well as Late enrollment. Oakland Enrolls will partner with schools to determine whether there are additional reports they would like to see that we can produce.

Examples of reports:
1. Current Students Activity
2. Demand Report

5. Managing Ongoing Offers (Mar - Jun 2024) $5,000
Oakland Enrolls partners with a school to set up a process for managing Offers, Rescinds, Waitlist Confirmations, etc. through the end of the school year. Includes:
- Weekly report to school with summary of: number of new applications, number of canceled applications, number of new accepts, status of registering students (if using SM registration), aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Making/rescinding offers based on school's enrollment strategy
- Suggested messaging content and frequency for applicants in various application statuses, and execution of sending messaging
    - Ex: sending messaging to accepted students to outline registration process, sending messaging to offered students to let them know about orientation/events, etc.
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Follow up by phone with families with pending offers to make sure they're aware and help take action

Oakland Enrolls would also field school-specific registration questions (but would not include supporting families over the phone or in person) about the registration process. Oakland Enrolls runs this process, which goes up until the registration process.

Schools would need to:
- Run their lottery
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)
- Work with Oakland Enrolls to determine how many offers should be made (though OE would execute)
- Be able to answer family questions when they call
- Be able to support their families through the entire registration process by phone or in person

Coversheet

BACR Contract Agreement (AIMS MS and AIPCS II)

Section:	III. Action Items
Item:	G. BACR Contract Agreement (AIMS MS and AIPCS II)
Purpose:	Vote
Submitted by:	
Related Material:	BACR AIMS MS Packet (Finance & Board).pdf BACR AIPCS II Packet (Finance & Board).pdf

AIMS Finance Committee Meeting Item Cover Letter

Item: Bay Area Community Resources (BACR) After School Services Agreement

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that AIMS College Prep Middle School continue to partner with BACR for after school services for the 2023-2024 school year.

Committee Approval: Yes Finance Committee

Total Associated Cost: $203,279.36

Included in Budget? N/A

Funding Source: ASES Grant

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2023-2024

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and AIMS College Prep Middle School ("AIMS MS" or "School") for the provision of certain educational services (as further detailed below) at the AIMS MS school site during the 2023-24 school year. BACR and AIMS MS are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

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

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 104 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 110, BACR is open to accommodating more students. However, before Program enrollment exceeds 140 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 14, 2023 to June 14, 2024. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
School Initials _____

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

C. Communication and accessibility with parents.

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

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

D. Legal Compliance

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

BACR Initials _____
School Initials _____

E. Safety and Crisis Protocol

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

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

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS MS for the 2023-24 year is **$203,279.36 ASES.** BACR will not exceed the 15% in
administrative fee and minimal total of 85% direct service expenses.

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

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-payment by Program participants, or any other reason. But for this express agreement and commitment by AIMS MS, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

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

IV. TERM AND TERMINATION

The Term of the Agreement shall be from July 1, 2023 through June 30, 2024.

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

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

BACR Initials _____
School Initials _____

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

V. INDEMNITY

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

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

VI. REMOVAL OF STAFF

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

VII. CANRA COMPLIANCE

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

VIII. SUBCONTRACTING

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

IX. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIMS MS as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIMS MS is an additional insured under the policy or policies.
Insurance shall include the following:

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

BACR Initials _____
School Initials _____

- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

X. RELATIONSHIP BETWEEN THE PARTIES.

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

XI. NOTICE

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

If to the School:	If to BACR:
ATTN: Marisol Magana American Indian Public Charter School II 171 12th Street Oakland, CA 94607 510-220-9985 (Phone)	ATTN: Martin Weinstein, CEO 191 Carlos Drive San Rafael, CA 94903-2005 415-444-5581 (Phone) 415-444-5589 (Fax) mweinstein@bacr.org

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

XII. INTEGRATION

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

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

XIII. LIMITATION ON LIABILITY

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

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

XIV. EXCLUSION ON LIABILITY

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

IN NO EVENT SHALL THE SCHOOL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,

BACR Initials _____
School Initials _____

EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY BACR OR ANY THIRD PARTY, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF BACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XV. MISCELLANEOUS

A. Force Majeure: If, for reasons beyond the control of either Party (a "Force Majeure" event), BACR is unable to carry out any of its obligations hereunder, or is required to make material changes to the schedule or activities comprising the Program, BACR shall make reasonable efforts to inform School of such changes and to provide appropriate substitutes to School, or to suspend performance of its obligations, up to and including cancellation of the Agreement, and shall provide pro rata refunds to School after meeting BACR's non-recoupable expenses. Force Majeure shall include, without limitation, riot, war, acts of God, third-party labor disputes, governmental action or inaction, and failure of power, telecommunication means, or third-party service providers upon which an obligation hereunder depends.

B. Time is of the Essence: Time is of the essence with respect to the Parties' performance of the Services hereunder.

C. No Waiver: No waiver will be implied from conduct or failure to enforce rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

D. Survivability: All provisions of this Agreement and any exhibit that are by their nature intended to survive the expiration or termination of this Agreement or any such exhibit, including obligations with respect to indemnification, shall survive such expiration or termination.

E. Joint Negotiation: This Agreement is the product of BACR and School, and each provision hereof has been subject to the negotiation and mutual agreement of the Parties, and sufficient time for the review of their respective legal counsel and advisers. Accordingly, any rule of construction that a document shall be interpreted or construed against the drafting Party shall not be applicable.

F. Choice of Law: This Agreement will be governed and construed in accordance with the laws of the State of California.

G. Venue and Forum Selection: To the extent the courts need to be involved, the Parties irrevocably consent to the exclusive jurisdiction of any state or federal courts located in Alameda County, California and the Parties expressly waive any objection thereto and consent to personal jurisdiction therein.

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

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

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

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

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

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

BACR Initials _____
School Initials _____

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

American Indian Public Charter School II K-8	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

MIDDLE SCHOOL 23.24

Site Name:	**AIMS College Prep Middle School**	**ASES**
Site #:		241020
Average # of students to be served daily (ADA): 111		ASES
	TOTAL GRANT AWARD	**$203,000**
PERSONNEL		
	Site Coordinator - Ashley Hilliard ($64,500 annual - 50% each school	$32,250
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	(Front Desk Support) Latonya Oliver - $21/hr x 11 hrs/wk x 37 weeks	$8,547
	Program Support Staff	$2,200
5014	BACR Program Manager: Katina Smith	$13,000
	Total personnel	**$126,221**
BENEFITS		
	Lead Agency benefits (rate: 25%)	$31,555.25
	Total benefits	**$31,555**
BOOKS AND SUPPLIES		
	Cell Phone	$600
	Parking	$1,100
	Supplies	$3,545
	Professional Develpment	$600
	CitySpan Support System	$900
	Total books and supplies	**$6,745**
CONTRACTED SERVICES		
	Enrichment Subcontractors	$12,000
		$0
	Total services	**$12,000**
LEAD AGENCY ADMINISTRATIVE COSTS		
	Lead Agency admin 15%	$26,478
	Subtotals	**$203,000**
	Total	**$203,000**
		$0.00

AIMS Finance Committee Meeting Item Cover Letter

Item: Bay Area Community Resources (BACR) After School Services Agreement

Presented By: Marisol Magana

Staff Recommendation:

Staff recommends that American Indian Public Charter School II continue to partner with BACR for after school services for the 2023-2024 school year.

Committee Approval: Yes Finance Committee

Total Associated Cost: $203,279.36

Included in Budget? N/A

Funding Source: ASES Grant

Over/Under Budget? N/A

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2023-2024

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and American Indian Public Charter School II (K-8) ("AIPCS II)" or "School") for the provision of certain educational services (as further detailed below) at the AIPCS II school site during the 2023-24 school year. BACR and AIPCS II are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

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

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

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

A. Miscellaneous Program Details:

1. BACR will develop the Program and review it with School staff, making adjustments as necessary, reasonable, and within the budget set forth below.
2. The Program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
3. The Program will have an educational enrichment element that may include, but is not limited to, STEM focused activities, recreation, physical fitness, and other activities.
4. The program will serve snacks provided by School that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
5. The Program will serve up to 111 School students at a maximum ratio of 20:1 (students to instructor). If it appears Program enrollment will exceed 111, BACR is open to accommodating more students. However, before Program enrollment exceeds 111 students, the Parties agree that they will confer and reach agreement on a written amendment to this Agreement, including the Program Budget and Management Fee terms set forth in Section IV below, with a revised Program Budget to allow for additional staff and Management Fee to reflect additional management efforts.
6. The program will operate daily, Monday through Friday, from August 14, 2023 to June 14, 2024. Program will begin immediately at the end of the regular school day on Monday-Thursdays (except scheduled minimum days) and 1:30 pm on Fridays and minimum days, and will stay open until 6:00 pm daily
7. BACR will handle all human resources and accounting duties as related to hiring, training, paying, and otherwise managing Program staff, who are BACR employees or contractors.

B. Coordination between School, and BACR Program staff.

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

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

BACR Initials _____
School Initials _____

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

C. Communication and accessibility with parents.

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

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

D. Legal Compliance

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

BACR Initials _____
School Initials _____

E. Safety and Crisis Protocol

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

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

II. PROGRAM PARTICIPANT FEES, AND PROGRAM FEE PAYMENT TERMS

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

III. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIPCS II for the 2023-24 year is **$203,279.36 ASES.** BACR will not exceed the 15% in administrative fee and minimal total of 85% direct service expenses.

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

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

IV. TERM AND TERMINATION

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

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

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

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

V. INDEMNITY

BACR shall defend, indemnify, and hold the School, AIPCS II, its Board of Directors, officers, employees and agents harmless from and against any and all liability, loss expense, attorney fees for injury or claims

BACR Initials _____
School Initials _____

for damages, arising out of BACR's performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims, for injury on damages are caused by or result from the grossly negligent or fraudulent acts or omissions of BACR, its officers, agents or employees.

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

VI. REMOVAL OF STAFF

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

VII. CANRA COMPLIANCE

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

VIII. SUBCONTRACTING

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

IX. INSURANCE

During the term of this agreement, BACR shall maintain insurance as noted below and shall at all times name AIPCS II as additional insured under the applicable policy or policies. Upon request, BACR shall furnish copies of the policy forms indicating that AIPCS II is an additional insured under the policy or policies.

Insurance shall include the following:

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

X. RELATIONSHIP BETWEEN THE PARTIES.

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

BACR Initials _____
School Initials _____

XI. NOTICE

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

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

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

XII. INTEGRATION

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

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

XIII. LIMITATION ON LIABILITY

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

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

XIV. EXCLUSION ON LIABILITY

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

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

XV. MISCELLANEOUS

BACR Initials _____
School Initials _____

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

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

I. Severability: While the Parties consider the provisions contained in this Agreement reasonable, having the opportunity to seek independent legal advice, if any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such provision shall be limited or reduced in scope so as to be enforceable
J. Interpretation: In this Agreement: (i) the headings are used for convenience only and do not affect any interpretation; (ii) reference to "person(s)" include incorporated and unincorporated persons; (iii) references to the singular include the plural and vice versa; (iv) references to the feminine include the masculine and vice versa; and (v) where the word "including" is used, it means "including without limitation."
K. Non-Assignability: This Agreement cannot be assigned or modified except pursuant to a written agreement signed by both Parties. Notwithstanding this term, BACR is permitted to subcontract as set forth herein.
L. Counterpart Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that a facsimile or electronic copy of this Agreement may be accepted as an original, and that facsimile or electronic copies of the executed Agreement constitute one and the same instrument. The Parties agree that a "including" is used, it means "including, but not limited to."
M. Authority: The undersigned represent and warrant that they are duly authorized to sign this Agreement on behalf of their respective entities.

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

AIMS College Prep Elementary (K-8)

By:_____

BAY AREA COMMUNITY RESOURCES, INC.

By:_____

BACR Initials _____
School Initials _____

Its:_____ Its:_____

Printed Name:_____ Printed Name:_____

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

APPENDIX B: SAFETY SCHOOL PLAN

APPENDIX C: ASSURANCES

BACR Initials _____
School Initials _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY SCHOOL 23.24

Site Name:	**American Indian Public Charter School II (K-8th)**	**ASES**
Site #:		
Average # of students to be served daily (ADA): 111		ASES
	TOTAL GRANT AWARD	**$203,000**
PERSONNEL		
	Site Coordinator - Ashley Hilliard ($64,500 annual - 50% each school	$32,250
	Assistant Coordinator Sumera Khan $25/hr x 30 hrs/wk x 40 weeks - 50% each school	$30,000
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Instructor - TBD $21/hr x 22 hrs/wk x 38 weeks	$17,556
	Program Support Staff	$2,200
	BACR Program Manager: Katina Smith	$13,000
	Total personnel	**$130,118**
BENEFITS		
	Lead Agency benefits (rate: 25%)	$32,529.50
	Total benefits	**$32,530**
BOOKS AND SUPPLIES		
	Cell Phone	$600
	Parking	$1,260
	Supplies	$3,514
	Professional Develpment	$600
	CitySpan Support System	$900
	Total books and supplies	**$6,874**
CONTRACTED SERVICES		
	Enrichment Subcontractors	$7,000
		$0
	Total services	**$7,000**
IN-KIND DIRECT SERVICES		
	Total services	
LEAD AGENCY ADMINISTRATIVE COSTS		
	Lead Agency admin 15%	$26,478
	Subtotals	**$203,000**
	Total	**$203,000**
		$0.00

Coversheet

Vector Contract

Section: III. Action Items
Item: H. Vector Contract
Purpose: Vote
Submitted by:
Related Material: Vector Solutions Contrac Agreement.pdf

VectorSolutions

Quote ID
Q-245430

Valid Until
Sunday, April 30, 2023

Contact Name
Alex Staker

Scenario Learning, LLC Agreement
Schedule A

Date: Thursday, April 13, 2023

Client Information

Client Name: AIMS K-12 College Prep Charter District	
Address: 171 12th St Oakland, CA 94607	
Primary Contact Name: Tiffany Tung	**Primary Contact Phone:** 510-893-8701

Agreement Term

Effective Date: 08/01/2023	**Initial Term:** 24 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tiffany Tung		
Billing Address: 171 12th St, Oakland, California 94607		**Billing Phone:** 510-893-8701 **Billing Email:** tiffany.tung@aimsk12.org
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	125 users	125	$11.97	$1,496.25

Annual Total: $1,496.25

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total

OTD	One-Time Discount	Discount for: Compliance and Safety Library	1	($250.00)	($250.00)

One-Time Total: ($250.00)

Grand Total (including Annual and One-Time): $1,246.25

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date (“Due Date”). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS’ THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

By: _____

Printed Name: Felicity Spicer

Title: Director of Sales

By: _____

Printed Name: Tiffany Tung

Title: Director of Program Compliance

Date: _____

Date: _____

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

171 12th St
Oakland, CA 94607

VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, ("We/Us"") an Ohio limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use., We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a "site specific" authorization, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, "Change") any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User"** is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE**

ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES**.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

9. **CONFIDENTIALITY**.

9.1. Each Party may from time to time disclose to the other Party “Confidential Information” which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party’s Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

10. **MISCELLANEOUS**.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party’s consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state’s or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER*.*

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.**FAMILY EDUCATIONAL RIGHTS**

AND PRIVACY ACT. If You are subject to the Family Educational Rights and Privacy Act ("FERPA"), then the following shall apply:
Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:
1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or " COPPA PII"), such PII shall be subject to the provisions of COPPA.
2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.
3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.
4 We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.
5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.
6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.
7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services
A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.

6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector Evaluations+ Services.

This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.

1 . Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. Data Storage Fees. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5.Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

C. Vector WorkSafe Services and Vector LiveSafe Services

This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users**. Authorized Users** interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities**.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: _____

Printed Name: Felicity Spicer

Title: Director of Sales

Date: _____

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

By: _____

Printed Name: Tiffany Tung

Title: Director of Program Compliance

Date: _____

Coversheet

Mealtime Contract

Section: III. Action Items
Item: I. Mealtime Contract
Purpose: Vote
Submitted by:
Related Material: AIMS MealTime SaaS Agreement 5.3.23 (3).pdf

Software As A Service Agreement

This **Software As A Service Agreement** (the "**Agreement**") is entered into on May 3, 2023 (the "**Effective Date**") between American Indian Model Schools ("**Customer**") and Harris Systems USA of 2429 Military Rd Ste 3 Niagara Falls, NY 14304 (MealTime).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

(a) "Annual Subscription Fees" means the annual subscription fees set out in Schedule "A" to this Agreement.

(b) "Change Order" means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.

(c) "Completion of Services" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.

(d) "Confidential Information" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.

(e) "Data Conversion Fees" shall have the meaning set forth in Section 10 of this Agreement.

(f) "Data" means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.

(g) "Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used

in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

(h) "Fees" means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in Schedule "A" of this Agreement.

(i) "Professional Service(s)" means those implementation, training, consulting and professional service(s) provided by the Harris Professional Services team as further described in Schedule "A" and Schedule "C" to this Agreement.

(j) "Professional Services Fees" means the Professional Service(s) fees set out in Schedule "A" to this Agreement.

(k) "Services" and "Software Services" each means the web-based service(s) commonly referred to as a "Software as a Service" (SaaS) solution to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Harris and the delivery of non-exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.

(l) "Software" means the software product(s) that are owned by Harris, including those products that are delivered as a SaaS solution and the Terminal Software, as listed in Schedule "A".

(m) "Support Services" means those support services to be provided by the Harris Support team as further described in Schedule "D" to this Agreement.

(n) "Third Party Components" means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that MealTime or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any third party software that is required to be obtained by Customer directly from the applicable third party vendor in accordance with Section 8(h).

(0) "User" means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Subscription Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis from the Serving Lines solely at the Sites and in accordance with the Documentation solely for Customer's internal business purposes; and (c) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving Services and the Professional Services, Customer agrees to pay to Harris the Fees and all applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in Schedule "A".

The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income).

If any Fees are not paid when due, then at Harris' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date

such fee was due until the date paid, and/or (b)] Harris may suspend the Service, including all Customer access to the Service, pursuant to Section 16(b).

4. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at Customer's offices by any Harris personnel. Harris travel expenses are billed to Customer for each Harris employee providing Professional Services as follows:

- Onsite travel fee - $400 (does not include the expenses below)
- Lodging and Hotel expenses: If the Harris employee must spend the evening.
- Airfare expenses: If the Harris employee must travel by air to reach Customer's offices.
- Rental Car or Taxi fees: As appropriate to travel to / from Customer's offices.
- Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- Per Diem expenses: Fifty-five dollars ($55) per day will be charged to cover meals and incidentals when an employee is at or traveling to and from Customer's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at Customer's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars ($110) per day for the corresponding days. Harris reserves the right to change the rates charged for reimbursable meals and incidentals.

Harris will use its reasonable efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Customer.

5. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue until June 30 (the "Initial Term") After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods(each a "Renewal Term") commencing on July 1 (the "Renewal Date") subject to Harris' then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

6. Restrictions on Use

(a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software or Services except as expressly permitted by this Agreement without the prior written consent of Harris.

(b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

(c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.

(d) No third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software or Services.

(e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

(f) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.

(g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

(h) Customer shall not knowingly transmit any data to the system used by Harris to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs.

(i) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.

(j) Customer shall not use the Services to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.

(k) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

(l) In addition to its termination rights under Section 16, Harris my restrict or limit Customer's access to the Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

7. Services Availability (SaaS)

(a) Harris shall provide all facilities, equipment, and software required to make the Software Services available**.**

(b) Harris shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".

(c) Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Harris shall inform Customer of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Software Services. Harris reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.

(d) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services.

(e) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 18 of this Agreement.

(f) Customer acknowledges that in order to provide the Services Harris may be required to purchase access the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on

the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 16. Notwithstanding the forgoing, Harris reserves the right to change or modify any Third Party Component at any time upon notice to the Customer, and if required, shall modify Schedule "F" by amendment duly executed by the parties, the consent and execution of which by the Customer shall not unduly or unreasonably withheld.

8. Customer Responsibilities

(a) Cooperation by Customer. Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris' practices.

(b) Project Manager. Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.

(c) Customer Equipment. Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. Harris shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.

(d) Passwords. Customer agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

(e) Users. The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Harris' ability to provide the Services as contemplated by this Agreement.

(f) Compliance with Laws. Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

(g) Data Security. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is

encrypted.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

(h) **Third Party Components; Required Third Party Software.** Customer agrees to comply with and be bound by the additional terms and conditions applicable to the Third Party Components set out in Schedule "F" to this Agreement.

9. Delivery Schedule

The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and Harris staff members.

10. Data Conversion Fees

Harris may offer data conversion services for the purpose of migrating existing Customer data to a format usable by the Purchased Service. The success of the data conversion effort is largely based on the format and quality of the Customer provided data. Unless otherwise indicated, converted data includes information such as names, addresses, balances and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a Professional Services pricing proposal. Unless specifically included in this Agreement as part of Schedule "A", said cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, Harris shall notify Customer of the final data conversion fees and costs after the Customer provided sample data is examined by Harris to verify existing Customer data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by Harris of notice in writing from Customer that said data conversion fees are acceptable, such data conversion fees (Data Conversion Fees) shall be in addition to all fees currently stated in this Agreement.

Any costs associated with obtaining the data from an existing Customer vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format, CSV format, or another mutually agreed upon format with ASCII display characters only.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule "A" to this Agreement.

11. Professional Services & Support Services

(a) **Professional Services and Support Services**. Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Customer in accordance with Schedules "A" and "C" and the Support Services in accordance with Schedule "D".

(b) **Manner of Performance**. Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to Customer personnel. Harris will communicate openly with Customer in its methodology, manner and means.

(c) **Conduct on Customer's Premises**. In the event that Harris is required to perform Professional Services on Customer's premises, any such Professional Services shall be performed with Customer's full co-operation and on the premises of Customer or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on Customer's premises, each of its employees shall observe Customer's rules and policies provided to

Harris in writing relating to conduct thereon.

12. Warranty and Warranty Disclaimer

a) Limited Warranty. Harris warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 16(b).

b) Warranty Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 13(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

13. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER TO HARRIS UNDER THIS AGREEMENT.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

14. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: Tiffany Tung Title: Director of Program Compliance

Name: _____ Title: _____.

15. Cancellations and Termination

(a) Professional Services may be cancelled as follows:

Cancellation of any on-site Professional Services by Customer is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, Customer will be billed for any on-site fees, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Customer hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Customer's project resulting from Customer's cancellation of Professional Services. If additional services are required because the Customer was not adequately prepared for the on-site services, Harris will provide a Change Order to the Customer for the additional services.

(b) This Agreement may be terminated as follows:

i. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.

ii. If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

iii. Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.

iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably

to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

16. Effects of Termination

In the event of termination or expiration of this Agreement:

a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services.

b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

c) Customer shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris's right to collect any further invoiced amounts for other Professional Service Fees.

f) Conditional upon Customer's payment of all Fees that are due to Harris. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

17. Ownership

(a) By Harris. Harris, its service providers, and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Software, the Services, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software, or underlying software except the limited right to access and use the Software and Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services and Software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.

(b) Customer Data. As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this

Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Services.

In the event that Harris will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records, as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by Customer.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to Harris that:

i. Data that is either provided to or acquired by Harris from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;

ii. Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and

iv. Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

18. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Harris in relation

to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

19. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

20. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

Harris Systems USA of 2429
Military Rd Ste 3 Niagara Falls, NY 14304
Attention: Executive Vice President
Telephone: 613-226-5511, extension 2149

and in the case of the Customer, to:

Customer Name: American Indian Model Schools

Address: 171 12th Street, Oakland, CA 94607

Contact Number: (510) 893-8701

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 21(c).

(c) Currency: Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.

(d) Use of Name. Customer agrees to the following promotional activities in relation to the purchase of Harris' solutions, products and services: (i) Customer permits Harris to issue a mutually agreed upon press release announcing Customer's purchase of Harris' products and services; and (ii) Customer grants Harris the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of Harris. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Harris of said revocation.

(e) Entire Agreement: This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

(f) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) Assignment: Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(h) Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(i) Allocation of Risk: Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.

(j) Relationship: The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

(k) Equitable Relief: Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.

(l) Force Majeure: No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

(m) Survival: Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8(g) (Security), 13 (Warranty and Warranty Disclaimer), 14 (Limitations of Liability), 17 (Effects of Termination), 18 (Ownership), 19 (Confidential Information), 20 (Indemnity), 21 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

(n) Counterparts: This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

CUSTOMER	Harris Systems USA
Tiffany Tung	Carin Meyer
NAME	**NAME**
Director of Program Compliance	Vice President, Client Services
TITLE	**TITLE**
Tiffany Tung	
SIGNATURE	**SIGNATURE**
May 8, 2023	May 3, 2023
DATE	**DATE**

Schedule "A"
Fees and Payment Schedule *

MEALTIME

PRODUCT NAME	QTY	Year 1	Year 2 and Beyond
MealTime Annual Subscription Fee – Central Management '23-'24 SY	1	$392.00	TBD
MealTime Annual Subscription Fee – Eligibility Management '23-'24 SY	1	$392.00	TBD
MealTime Annual Subscription Fee – Point of Sale '23-'24 SY	1	$336.00	TBD
MealTime Hosting Fee – '23-'24 SY	2	$450.00	TBD
TOTAL ANNUAL SUBSCRIPTION FEE FOR CLOUD SOLUTIONS		**$1,570.00**	**TBD**

PROFESSIONAL SERVICE(S)

DESCRIPTION	QTY	PRICE	EXTENDED PRICE
N/A (Renewal)			
TOTAL PROFESSIONAL SERVICES			

HARDWARE

DESCRIPTION	QTY	PRICE	EXTENDED PRICE
N/A (Renewal)			
TOTAL HARDWARE			

SUMMARY

TOTAL ANNUAL SUBSCRIPTION FEE	$1,595.00
TOTAL PROFESSIONAL SERVICES*	N/A
TOTAL HARDWARE	N/A
TAX*	N/A
GRAND TOTAL:	**$1,595.00**

* All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Service in accordance with Section 16(b)(ii) of the Agreement.

PAYMENT TERMS:

The Annual Subscription Fees for the Initial Term shall be prorated for any partial term from the Effective Date to June 30, and be due upon the section of this Agreement. The Annual Subscription Fee for any Renewal Term shall be invoiced in the April preceding the given Renewal Date, and be due and payable thirty (30) days from the date of invoice.

One-half of the Professional Services Fees stated above will be invoiced upon contract signing and shall be due and payable thirty (30) days from the date of invoice. The remaining Professional Services Fees and any applicable travel and lodging expenses will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or via the telephone. Professional Service work provided via telephone is billed at the rate of one hundred-fifty dollars ($150) per hour. On-site work is billed at the rate of one hundred-fifty dollars ($150) per hour with a minimum of six (6) hours plus travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Harris Professional Services rate. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar ($750) daily surcharge for any Professional Services provided on weekends or Harris recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per paragraph 4.

Professional Services include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Schedule "B"
Service Availability

Availability and Uptime Objectives:

1. Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.

2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:

a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.

b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.

c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:

a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;

b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");

c. The negligence or intentional acts or omissions of Customer Representatives or Users;

d. Scheduled maintenance or other mutually agreed upon downtime; or

e. Any other force majeure event, as set out in Section 21(l) of the Agreement.

Schedule "C"
Professional Services

Adequately training Customer's staff is a vital piece to successfully implementing a nutrition management software solution. Harris Sales will work with the Customer to identify the specific professional services for a Customer's particular need.

In order to achieve successful deployment of the Software, Customer has elected to have Harris provide the following Professional Services to Customer:

SKU	Product Name	Description	Quantity	Net Price

Assumptions:

1. (a) MealTime and Customer will provide consistent, named resources to fill project roles throughout project timeline.
2. (b) MealTime and Customer will use a collaborative approach to ensure implementation success.
3. (c) Customer will provide subject matter experts familiar with organizational policies and procedures throughout the project.
4. (d) MealTime assumes that all data to be imported will be validated as necessary by Customer prior to import.
5. (e) Customer project team will attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies:

1. Change Management Process: Should the Customer identify additional services as part of this project, MealTime will issue a change order identifying impact to project scope, cost, and timeline for Customer's review and approval.
2. (b) A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
3. (c) Services requested after the Project Close Out will require additional charges and a new services proposal.
4. (d) Startup Costs are priced with the assumption that implementation will be completed within 150 days after signing. MealTime reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 150-day implementation period.

Scope/Deliverables:
Project Management, Training & Consulting

1. (a) Project implementation kickoff call with Harris and the Customer's dedicated project team
2. (b) Business Process Review: review of internal procedures to be used for configuration of the software solution
3. (c) Application Consultant on-site or remote training for the Customer project team to gain familiarity with the solutions for implementation, administration and to train-end users. Train- the-trainer approach may be used in certain cases.
4. (d) Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
5. (e) Project Close Out Call

Configuration:

System configuration is accomplished through a blended approach of pre-configuration, MealTime configuration services, and Customer configuration activities. MealTime will provide configuration services to tailor default setups to your specific needs.

Data Imports:
During implementation, we will assist with the import of data formatted in our standard templates, where applicable.
Additional Optional Services:

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

(a) Configuration, Custom Reporting, or Integration services beyond those identified above

(b) Accounting and/or consulting services related to non-software functions

(c) Services beyond the implementation timeframe and project close out

Schedule:

On average, a typical implementation process runs 4-6 weeks. Every Customer is unique, and timelines can vary depending on Customer size, resource availability and complexity of project. Your application consultant and/or project manager will work and establish a mutually agreed upon timeline during the project kickoff call.

Live Video Training Preparation:

(a) Harris recommends a class size of no more than eight (8) participants for on-site training. Customer may be assessed an additional charge at the then current Harris rates for class sizes larger than eight (8) participants where it has been determined by Harris that an additional instructor is required.

(b) On-line reference documentation is available and may be printed by Customer solely for its internal use in accordance with Section 2 of this Agreement.

The following Customer contacts have been designated:

Authorized Signer: Tiffany Tung _____ Title Director of Program Compliance

Project Manager: _____ Title _____

Alternate Contact: _____ Title Nutritional Service Coordinator

Schedule "D"
Support Services

Standard Guidelines

The purpose of this Schedule "D" is to define:

- Harris' standard Support Services coverage (i.e. the Support Services that are included with the annual recurring subscription and hosting fees listed in Schedule "A"),
- Harris' call priorities process and escalation procedures, and
- Other relevant Support information.

Harris reserves the right to make modifications to this Schedule as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the Customer.

The services listed below are services that are included as part of Harris Support Services:

- 800 / 888 Toll Free Telephone support
- Software for Life Philosophy:
    - Guaranteed Support on the purchased Software Services for life, and
    - Seamless and Cost effective upgrade solutions to leverage technological advances.
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free 24 x 7 online access to Support information
- Standard releases and updates:
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may apply depending on scope)
    - Release notes

Support Hours

- Standard Support hours are from 8:30 a.m. EST to 7:00 p.m. EST, Monday to Friday, excluding designated company holidays as defined in this Schedule.
- Support hours may vary by specific product line.

Response Times

Harris uses commercially reasonable efforts to ensure that incoming calls are handled in the order that they are received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities: Defined

In order to address Support calls efficiently, Harris' Support Services team will work with each customer to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to the impact of the incident on a particular customer's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a customer initially contacts our Support Services team about a problem and a trouble ticket is opened, the customer must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:

"Priority 1 - High" means a problem has occurred where (i) the customer's mission critical system(s) are down; or (ii) a substantial portion of the customer's mission critical data is at a significant risk of loss or corruption; or (iii) the customer has experienced a substantial loss of service; or (iv) the customer's business operations have been severely disrupted; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.

Examples of a Priority 1 issue include:

- The System or Service is Down or inaccessible
- System errors without workarounds
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

"Priority 2 - Medium" means a problem has occurred where major functionality is severely impaired. The customer's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

Examples of a Priority 2 issue include:

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Performance issues not impacting critical processes
- Usability issues

"Priority 3 – Low" means a problem has occurred that has a limited adverse effect on the customer's business operations or (ii) a minor condition or documentation error that has no significant effect on the customer's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.

Examples of a Priority 3 issue include:

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All Support issues or questions must be initiated with a Support call via one of the following channels:

- Phone
- email

- All calls must contain at a minimum: organization name, contact person, software or product name and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.

- All calls are logged into Harris' support tracking database and users are provided with a call id to track their corresponding issue.

- All calls are stored in a queue and calls are handled on a first-call first-response order.

- As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with the call are tracked in Harris' support database. At any time, if applicable, a user may log onto Harris' support site to determine the status of their issue.

- If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database and the user will be provided with a separate id number to track the progress of the issue. At this time, the support call will be closed and replaced by the development id number. The development id number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.

- Users may contact Support Services at their convenience for a status update on any development issues.

Escalation Process

Harris' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time a user is not completely satisfied with the resolution of their issue, they are encouraged to escalate with Harris' Support Services organization as follows:

Level 1: Contact the Support Representative assigned to working on the issue

Level 2: Contact the Vice President of Client Services

Level 3: Contact the Executive Vice President of MealTime;

Holiday Schedule

Below is a listing of Harris recognized holidays. Please note that Support Services is closed on the designated days as outlined below.

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Note that we also have limited hours on the day before Thanksgiving and December 23rd

Billable Support Services

The following is a list of services that are "out of scope" and not included in the Agreement; and are considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Set-up or establishment of a test environment or database

Connection Methods

For certain applications, Harris may require that a communication link be established and maintained between Harris and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that Harris Support staff is able to connect to the site and resolve any issues.

Hardware and "Third Party Support" – if applicable

Harris is not responsible for providing Support on Third Party components, plug-ins or hardware systems.

Schedule "E"
Security

1. Harris shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use.

2. Harris shall ensure that its employees and subcontractors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.

3. Response to Legal Orders, Demands or Requests for Data.

    a. Where permitted by law Harris shall:

        i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Harris seeking Data;
        ii. Consult with the Customer regarding its response;
        iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
        iv. Upon the Customer's request, provide the Customer with a copy of its response.

    b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Harris, Customer will promptly provide a copy of the request to Harris. Harris will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

Schedule "F"

Third Party Components

Required Third Party Software

1. Atmosera, Inc.

Customer agrees that the additional terms set out in Atmosera Inc's Privacy and Acceptable Use Policy ("AUP") available at https://www.atmosera.com/privacy-and-policy/ apply to Customer's use of the Services and sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Customer's use of the Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Atmosera and its affiliated companies related to the Services.

The foregoing information, including the links to such information, may be changed from time to time therefore Customer is responsible for reviewing such information periodically.

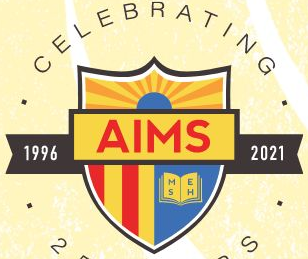
Coversheet

KIT Funding Report

Section: III. Action Items
Item: J. KIT Funding Report
Purpose: Vote
Submitted by:
Related Material: KIT Grant (1).pdf

AIMS K-12 College Prep

KIT Funds
Kitchen Infrastructure & Training Funds



KIT Funding Awarded

(*1st round*)

2021 KIT Funds - $64,000.00

Received Funds: May 2022

(*2nd round*)

2022 KIT Funds - $130,548.00

Estimate: June 2023

Allowable Expenditures

- Cooking Equipment
- Supporting infrastructure system needs
- Service equipment
- Refrigeration and storage
- Transportation of ingredients, meals and equipment between sites
- Food Service Staff Training and professional development

- Food Service Staff Training and professional development
- Providing additional compensation for additional work relating to serving universal school meals
- Costs for planning and implementing freshly prepared onsite preparation of reimbursable school meals, serving fresh and nutritious reimbursable school meals using California-grown food, or expanding reimbursable meal options for pupils with restricted diets

Improvements for 2022-2023 School Year















Plans for 2023-2024

Goal: Increase participation and consumption of students

- Buildout of 12th street kitchen
- Collaborate with OUSD to create a pass-through window
- Expand exit and entry door at 12th street
- Trainings for Food Service staff

Expenditures Deadlines

- 2021 Kit Funds Deadline:

  June 30, 2024

- 2022 KIT Funds Deadline:

  June 30, 2025

Q&A

Thank you!

Coversheet

Compensation Guidelines

Section: III. Action Items
Item: K. Compensation Guidelines
Purpose: Vote
Submitted by:
Related Material: Compensation Guidelines FY 22_23.docx

AIMS Placement and Advancement
ADMINISTRATIVE REGULATION

AIMS Compensation Guidelines

In accordance with AIMS Board Policy 111 and Education Code 45162, the Compliance Department is responsible for placing employees on the salary schedule to ensure the compensation classification for certificated and classified employees, including administering transparent and equitable pay-related processes and procedures.

AIMS Salary Placement Process

- Aligns initial salary placement standards with AIMS Board Policy 111 based on candidates/employees' verified experience, education, classification, promotions, temporary assignments, and other pay actions.

- All certificated and classified employees will be compensated based on pay rates assigned to the salary range for the position held. An employee's pay rate shall not be less than the minimum pay rate or more than the maximum pay rate for the classification. (Education Code,45160,45023)

- The salary schedule is based on 1.0 FTE. Salary placements are aligned with the salary schedule any reductions in compensation (i.e. reduced FTE,mid-year hires, furlough days, etc.) are to be calculated after the initial salary placement is determined.

- Determine employees pay based on Board Approved salary schedule and classification necessary to assist in the creation of job descriptions as related to promotion, demotion and reclassification of employees.

Salary Hiring Range

The hiring range for positions will be advertised based on classification and provided to the public with the salary range assigned to each specific job description supported by the Board approved salary schedule. The initial salary placement falls between the minimum and midpoint of the pay range assigned to each specific job classification.

Initial Salary Placement:

All certificated and classified employees shall be placed in their proper range on the AIMS board approved salary schedule.

Employment, assignment and salary placement are in correlation with job requirements as specified within AIMS job descriptions.

Salary placements are based on the candidates/employees' verified relevant job classification experience.

Verification of Previous Work Employment Process:

The Verification of Work Experience will allow employees/candidates to be placed beyond the minimum salary range. The Verification of Work Experience must align with Salary Schedule Placement guidelines. Prorated credit may be given for verified relevant experience as long as the experience is directly related to the essential duties of the new/current position.

The candidates verified relevant job classification work experience must be substantially similar in level of responsibility to essential duties in terms of the extent and scope of the new and/or current position.

Salary Placement Schedule Guidelines

https://drive.google.com/file/d/19GQQ6ZjSULh98r8gjoHt7B3aPG0uykyX/view

Commented [1]: Will need to add to AIMS website with new updated link to be referenced

Commented [2]: Pg. 28 in handbook

Commented [3]: @suzen.chu@aimsk12.org can you please support with adding the link to pg 23 on the handbook that outlines salary guidelines

Promotion:

Promotions for employees with a higher classification and salary range must be made on the basis of job-related qualifications. They must include a permanent and demonstrable increase in employee duties.

Exceptions to promotion procedures may be made on an individual basis and must be approved by the Superintendent.

For compensation purposes, when promoting an employee they are placed on a higher salary schedule and/or range except for general pay structure changes or position reclassification.

The approval and effective date of a promotion is determined by the Superintendent or designee. The salary increase must be within the appropriate salary range for the position title and classification in accordance with AIMS Board Policy 111.

Any salary increase must be:

- Within the appropriate salary range for the position title and classification.
- The adjusted salary for newly promoted employees shall normally not be started at a rate above the salary of other AIMS employees with more experience in the job classification.
- Contingent upon available funds
- Consistent with AIMS employment terms and conditions
- Subject to appropriate AIMS approval procedures

Demotion and Reassignment:

The approval and effective date of a demotion is determined by the Superintendent or designee. The salary decrease must be within the appropriate salary range for the position title and classification in accordance with AIMS Board Policy 111.

Employees accepting voluntary demotions/reassignments shall be placed in the range of the new class at the step that is closest to but not higher than the current base range/step.

Under the directive of the Superintendent, if the demoted employee is allowed to retain his/her salary and if it exceeds the maximum of the salary range, the employee's salary may not increase until the maximum of the new salary range is increased.

Reclassification:

Reclassification is not a devise for salary increases. It is to allow the reclassification caused by a change in the job requirements. Upon reclassification upward of a position or class of positions, the position shall be assigned a salary range at least one salary range higher than the former range.

The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s) and placed on a step which will result in at least a five percent (5%) salary increase. Reclassification shall not change an employee's anniversary date.

Commented [4]: Confirm w/ Superintendent about % of salary increase for reclassification

Reasons for reclassifications:

1. Significantly new job duties are permanently added to the job or job description by Supervisor or designee.
2. Significantly new or increased responsibilities and accountability, other than increased workload have been permanently added to the position by Supervisor or designee.

Reasons that are not a basis for reclassification:

1. Workload increases. “Workload” meant the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification.
2. Seniority of length of service in the position.
3. Assuming duties on one’s own behalf.

Coversheet

Proposal for Kitchen Buildout

Section: III. Action Items
Item: L. Proposal for Kitchen Buildout
Purpose:
Submitted by:
Related Material: Proposal for Kitchen - KIT.pptx

AIMS K-12 College Prep

12th Street Kitchen Proposal

Powered by BoardOnTrack

KIT Funding Awarded

(*1st round*)

2021 KIT Funds - $64,000.00

Leftover Funds: **$23,296.79**

Received Funds: May 2022

Deadline for Expenditures: June 30, 2024

(*2nd round*)

2022 KIT Funds - $130,548.00

Estimate: June 2023

Deadline for Expenditures: June 30, 2025

Expenditures Deadlines

- 2021 Kit Funds Deadline:

  June 30, 2024

- 2022 KIT Funds Deadline:

  June 30, 2025

Allowable Expenditures

- Cooking Equipment
- Supporting infrastructure system needs
- Service equipment
- Refrigeration and storage
- Transportation of ingredients, meals and equipment between sites
- Food Service Staff Training and professional development

- Food Service Staff Training and professional development
- Providing additional compensation for additional work relating to serving universal school meals
- Costs for planning and implementing freshly prepared onsite preparation of reimbursable school meals, serving fresh and nutritious reimbursable school meals using California-grown food, or expanding reimbursable meal options for pupils with restricted diets

Why build out the kitchen?

- Expansion to allow a grab-and-go option for students
- Reduction of a crowded line space
- Expansion of the lunch area will also help to reduce potential safety hazards
- Expanding kitchen space for storage
- Creating inviting entrances
- Extending for a better layout
- Improving access to healthy food
- Reduce shortness of lunch periods
- Increase participation and consumption

Why is ventilation needed?

- In order for our new oven to properly function, it requires adequate clearance for ventilation

Improvements for 2022-2023 School Year







Plans for 12th Street

Goal: Increase participation and consumption of students

- Construction of tearing down the wall, expanding into the office & building new wall
- Adding ventilation above the ovens
- Installing a wider kitchen door
- Electrical work
- Cost of permit

Cost/Quotes

Expansion of Wall:

Construction of a New Wall:

Ventilation:

Electrical Work:

Permit:

Q&A

Thank you!